



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING'S
JULY 25, 2024
6:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
Aquabella Clubhouse
10401 W 35th Lane
Hialeah, Florida 33018

REGULAR BOARD MEETING & PUBLIC HEARING'S

July 25, 2024

6:00 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/86416600437?pwd=KOWBFidHRDalXuk92zePs6cOLX4OrE.1>

Meeting ID: 864 1660 0437

Passcode: 853213

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 27, 2024 Regular Board Meeting.....Page 2
- G. **Public Hearing – Levy Assessments (2024 Project)**
 - 1. Proof of Publication.....Page 5
 - 2. Receive Public Comments Regarding the Intent to Levy Non-Ad Valorem Assessments
 - 3. Consider Approval of 2024 Project and Levy of Special Assessments Based Upon Comments
 - 4. Consider Adjusting and Equalizing of Non-Ad Valorem Special Assessments
 - 5. Consider Resolution No. 2024-07 – Authorizes the 2024 Project, Equalization of Special Assessments, Levying of Non-Ad Valorem Assessments, Utilization of Chapter 197, F.S. for Levy, Collection and Enforcement of Special Assessments and Adoption of a Final Assessment Roll.....Page 6
- H. **Public Hearing – Final Budget**
 - 1. Proof of Publication.....Page 11
 - 2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
 - 3. Consider Resolution No. 2024-08 – Adopting a Fiscal Year 2024/2025 Final Budget.....Page 12
- I. Old Business
 - 1. Staff Report: As Required
- J. New Business
 - 1. Consider Resolution No. 2024-09 – Adopting a Fiscal Year 2024/2025 Meeting Schedule.....Page 20
 - 2. Discussion Regarding Updated Engineers Report.....Page 22
 - 3. Consider Approval of Agreement for Sale and Purchase (Aquabella Club Clubhouse).....Page 23
 - 4. Discussion Regarding Amended and Restated Club Plan, Club Rules and Regulations, and Club Hours of Operation, Fees and Charges Schedule.....Page 98

5. Discussion Regarding Setting Public Hearing Date to Adopt Club Rules and Regulations

6. Discussion Regarding Clubhouse Inspection.....Page 149

K. Administrative Matters

L. Board Member & Staff Closing Comments

M. Adjourn



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142132	568657	Print Legal Ad-IPL01811270 - IPL0181127		\$1,260.45	2	43 L

Attention: Laura Archer

Two Lakes Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
LArcher@sdsinc.org

Notice of Public Hearing & Regular Board Meeting of the Two Lakes Community Development District

The Board of Supervisors (the "Board") of the Two Lakes Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on **July 25, 2024, at 6:00 p.m.**, or as soon thereafter as can be heard, in the Aquabella Clubhouse located at 10401 W. 35th Lane, Hialeah, Florida 33018.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2024/2025 Proposed Final Budget and the Non-Ad Valorem Assessment Roll of the District. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the District's Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Scheduled Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 313-3661 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Two Lakes Community Development District

www.twolakescdd.org

IPL0181127
Jul 5, 12 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

2 insertion(s) published on:

07/05/24, 07/12/24

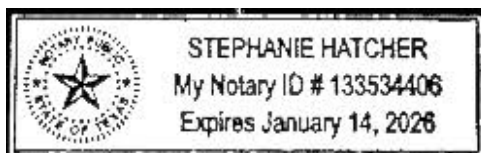
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or 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(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 12th day of July in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 27, 2024

A. CALL TO ORDER

On June 27, 2024, at 6:15 p.m., District Manager Armando Silva called to order the Regular Board Meeting of the Two Lakes Community Development District in the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on February 12, 2024, as part of the District's Fiscal Year 2023/2024 Amended Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Darily Ferrufino and Vice Chairperson Joseph Noriega and Supervisors Albert Abreu and Mauricio Jaramillo constituted a quorum and it was in order to proceed with the meeting.

Also in attendance were: District Manager Armando Silva of Special District Services, Inc.; and General Counsel Liza Smoker and Michael Pawelczyk (via speaker phone) of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance were: Eugenio Sanchez, Miami, FL; Jessica Sanchez, Miami, FL; Ismaily Ortega, Miami, FL; Lynn & Michael Sofranko, Miami, FL; Maria Rojas, Miami, FL; Andres Bertoni, Miami, FL; Ernesto Guilarte, Miami, FL; Orlando Bracho, Miami, FL; Guillermo Mateo, Miami, FL; Rosalyn Montenegro, Miami, FL; Mariano Ludevid, Miami, FL.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. June 12, 2024, Regular Board Meeting

Mr. Silva distributed the minutes of the June 12, 2024, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Mr. Noriega, seconded by Ms. Ferrufino and unanimously passed approving the minutes of the June 12, 2024, Regular Board Meeting, *as presented*.

G. OLD BUSINESS

1. Staff Report, as Required

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 27, 2024

There was no Staff Report at this time.

H. NEW BUSINESS

1. Consider Approval of Sale and Purchase Agreement Regarding Aquabella Clubhouse and Amenities

Mr. Silva distributed copies of the Agreement for Sale and Purchase {Aquabella Club, Clubhouse} (this “Agreement”) between Two Lakes Lennar LLC (“Seller”) and Two Lakes Community Development District (“District”). Mr. Pawelczyk provided an overview of the document with emphasis on the purchase price, terms of payment, closing adjustments, title review period, special provisions, which shall survive closing, assignment and assumption of vendor contracts and management services. A discussion ensued after which Mr. Pawelczyk stated that he will further review the Agreement and provide any comments (if any) to the Seller so that the Agreement can be once again presented during the next Board meeting. District Board Members were also encouraged to review the Agreement and provide comments to District Counsel prior to the upcoming meeting.

2. Discussion Regarding Amended and Restated Club Plan, Club Rules and Regulations, and Club Hours of Operation, Fees and Charges Schedule

Mr. Pawelczyk provided the Board Members with a list of documents that will require their review and action, where necessary, prior to the closing on the Club Sale/Purchase. The documents were: (i) the Amended and Restated Aquabella Club Plan; (ii) Aquabella Club Rules and Regulations; and (iii) Aquabella Club schedule for hours of operation, dues, fees and miscellaneous charges. Mr. Pawelczyk recommended that the Board review the documents prior to the next scheduled meeting and be prepared to revise such document language, as needed. Mr. Silva will set up a meeting with the current Club Manager and Ms. Ferrufino to review the proposed Club rules, regulations, operating hours and fee schedule. No further Board action was required at this time.

3. Discussion Regarding Phase I Environmental Site Assessment Process

Mr. Silva stated for the record that he had contacted two (2) environmental engineering firms to perform a Phase I Environmental Site Assessment for the Club improvements. The cost estimates for the Phase I Environmental Site Assessment were:

- Nelco Testing and Engineering Services - \$1,700 (per clubhouse)
- U.S. South Engineering & Consultants, Inc. - \$1,100 (per clubhouse)

A discussion ensued after which;

A **motion** was made by Ms. Ferrufino, seconded by Mr. Jaramillo and unanimously passed to authorize Nelco Testing and Engineering Services to proceed with the Phase I Environmental Site Assessment of the Clubhouses and related improvements for an amount

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 27, 2024

not to exceed \$3,400; and to perform other required work related to the potential real estate transaction, as needed.

4. Discussion Regarding Clubhouse Inspection

This item was tabled.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There were no administrative & operational matters.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

It was noted that the next meeting was scheduled for July 25, 2024.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Noriega, seconded by Ms. Ferrufino and passed unanimously to adjourn the meeting at 6:53 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



NOTICE OF PUBLIC HEARING TO LEVY AND PROVIDE FOR THE COLLECTION
AND ENFORCEMENT OF NON-AD VALOREM
SPECIAL ASSESSMENTS

Notice is hereby given that the Board of Supervisors (the "Board") of the Two Lakes Community Development District (the "District"), located in Miami-Dade County, Florida, will conduct a Public Hearing to consider adoption of an assessment roll and the imposition of special assessments against certain properties within the boundaries of the District. The general location(s) of the 2024 Project improvements are within Tract Q, consisting of approximately 1.93 +/- acres, lying within Aquabella Section One of the District and within Tract R2 consisting of approximately 2.54 +/- acres, lying within Aquabella North of the District, located in the City of Hialeah within Miami-Dade County, Florida, in an area bounded by N.W. 170th Street on the north, Interstate 75 Expressway ("I-75") on the east, N.W. 154th Street on the south and N.W. 97th Avenue on the west.

The purpose of the special assessments is to fund a portion or all of the cost of the 2024 Project on Tract Q and Tract R2 within the area described above. The nature of the capital improvements comprising the 2024 Project generally consists of, but not necessarily limited to, the community clubhouse, parking improvements, lighting improvements, landscaping and irrigation improvements and other related recreational amenities, all as described more particularly in the Second Supplemental Engineer's Report, dated and accepted June 12, 2024; and as may be revised from time to time, prepared by Alvarez Engineers, Inc., and the plans and specifications on file in the offices of Special District Services, Inc., 8785 SW 165th Avenue, #200, Miami, Florida 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"). A description of each property to be assessed and the amount to be assessed to each lot or parcel of property is set forth in the Master Special Assessment Methodology Report (2024 Project), dated and accepted June 12, 2024; and as may be revised from time to time, prepared by Special District Services, Inc., on file in the District Offices.

A Public Hearing to receive comments from affected property owners as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment thereof; and as to the amount thereof to be assessed against each lot or parcel of property will be held on July 25, 2024 at 6:00 p.m. in the Aquabella Clubhouse Meeting Room located at 10401 W 35th Lane, Hialeah, Florida 33018.

All affected property owners have a right to appear at the Public Hearing and the right to file written objections with the District within twenty (20) days of the publication of this Notice.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for

RESOLUTION NO. 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE FINANCING OF THE ACQUISITION OF THE AQUABELLA CLUBHOUSE (THE “CLUBHOUSE”) IMPROVEMENTS INCLUDING RELATED AMENITIES AND TO PAY A PORTION OF THE COSTS OF OPERATION AND MAINTENANCE OF THE CLUBHOUSE FACILITIES; EQUALIZING, APPROVING, CONFIRMING, IMPOSING AND LEVYING CERTAIN NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN LANDS WITHIN THE DISTRICT SPECIALLY BENEFITTED BY SUCH IMPROVEMENTS, TO PAY ALL OR A PORTION OF THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE Board of Supervisors (the “Board”) of the Two Lakes Community Development District (the “District”) as follows:

Section 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*.

Section 2. FINDINGS ASCERTAINMENTS AND DETERMINATIONS The Board hereby finds and determines as follows:

1. The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, of the State of Florida (“State”), and was established by Ordinance of Miami-Dade County, Florida; and
2. The District is authorized by Chapter 190, *Florida Statutes*, to acquire the Clubhouse (the “Clubhouse”) improvements including related amenities and to pay a portion of the costs of the Operation and Maintenance (“O&M”) of the Clubhouse facilities (collectively the “2024 Project”) located on Tract Q and Tract R within the District to serve those lands specifically within the the District; and
3. The District is authorized by Chapters 170 and 190, *Florida Statutes*, to levy non-ad valorem special assessments to pay all or any part of the cost of such 2024 Project, and to issue special assessment bonds payable from such non-ad valorem special assessments as provided in Chapters 170 and 190, *Florida Statutes* (the “Special Assessment Bonds”); and
4. It is necessary to achieve economic savings to the residents in the District, and in the best interest of the District, that: (i) the District provide the 2024 Project, the nature and location of which are described in the “Engineer’s Report” (as hereinafter defined) and in the plans and specifications on file at the offices of the District Manager located at 8785 SW 165th Avenue, #200, Miami, FL 33193, and The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”); (ii) all of the cost of the 2024 Project will be assessed against

the District lands specially benefited by the 2024 Project; and (iii) the District issue Special Assessment Bonds to provide funds for such purposes; and

5. The provision of the 2024 Project, the levying of such non-ad valorem special assessments and issuance of Special Assessment Bonds serve a proper, essential and valid public purpose; and
6. As set forth in Resolution No. 2024-05, adopted by the Board on June 12, 2024, it is the Board's intention to defray all of the cost of the 2024 Project by levying non-ad valorem special assessments on the specially benefited properties located within the District; and
7. In order to provide funds to pay the costs of the 2024 Project, which are to be assessed against the specially benefited properties within the District, it is necessary for the District to sell and issue its Special Assessment Bonds, in one or more series ("Bonds"); and
8. The Board has expressed its intention to issue Bonds in order to provide the funds needed for the 2024 Project prior to the collection of such non-ad valorem special assessments; and
9. Resolution No. 2024-05 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to its adoption, the requirements of Section 170.04, *Florida Statutes*, had been complied with; and
10. Resolution No. 2024-05 was published as required by Section 170.05, *Florida Statutes*. A copy of the affidavit of publication is on file with the Secretary of the Board (i.e., the District Manager) at the District Offices provided in paragraph 4, above; and
11. A preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, *Florida Statutes*; and
12. Pursuant to Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-06, providing the time and place for a public hearing where owners of the properties to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the 2024 Project; (ii) the cost of the 2024 Project; (iii) the manner of payment; (iv) the assessment methodology; (v) the amount to be assessed against each parcel of specially benefited property. Resolution No. 2024-05 further provided for notice of the public hearing to be provided by publication and mail; and
13. Notice of the public hearing has been given by publication and by mail as required by Section 170.07, *Florida Statutes*, and affidavits attesting as to such publication and mailing are on file at the office of the Secretary of the Board at the District Offices; and
14. At the time and place specified in Resolution No. 2024-05 the Board met as an "Equalization Board", conducted such public hearing and heard and considered all comments and complaints as to the matters described in paragraph 12 above,

and based thereon, has made such modifications in the preliminary assessment roll as it deems necessary, in the making of the final assessment roll; and

15. Having considered the costs of the 2024 Project, revised estimates of financing costs, the assessment methodology, and all comments, complaints and evidence presented at the public hearing, the Board specifically finds, ascertains and determines:
 - i. that the estimated costs of the 2024 Project is as specified in the District's Second Supplemental Engineer's Report, accepted June 12, 2024 and as may be revised from time to time (the "Engineer's Report"), a copy of which is attached hereto and incorporated herein as Exhibit "A", and that the amount of such costs is reasonable and proper;
 - ii. it is reasonable, proper, just and right to assess the cost of the 2024 Project, together with certain additional costs relating to the cost of issuance of the Bonds, against the properties within the District of the District specially benefited thereby, using the method determined by the Board, which is set forth in the District's Master Special Assessment Methodology Report (2024 Project), accepted June 20, 2024 and as may be revised from time to time (the "Master Report"), a copy of which is attached hereto and incorporated herein as Exhibit "B", which will result in the levy of non-ad valorem special assessments to be set forth on the final assessment roll;
 - iii. it is hereby found, determined and declared that the 2024 Project will constitute and result in special benefits to all assessable parcels of real property to be listed on the final assessment roll within the District of the District, a copy of which is attached hereto and incorporated herein as Exhibit "C", and that such special benefits, in the case of each such parcel, will be equal to or in excess of the amount of the non-ad valorem special assessment thereon;
 - iv. the non-ad valorem special assessments are apportioned fairly and reasonably; and,
 - v. it is desirable that the non-ad valorem special assessments be paid and collected as herein provided.

Section 3. AUTHORIZATION OF DISTRICT IMPROVEMENTS. The 2024 Project is hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the Improvements to be made following the issuance of the Bonds.

Section 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the 2024 Project and the costs to be paid by non-ad valorem special assessments on all specially benefited properties within the District are set forth in Exhibits "A" and "B", respectively, hereto.

Section 5. APPROVAL AND CONFIRMATION OF ASSESSMENT METHODOLOGY. The Master Report is hereby approved and confirmed. The non-ad valorem special assessments to be levied against each respective parcel shown on the final

assessment roll, a copy of which is attached hereto and incorporated herein as Exhibit “C”, are hereby equalized, approved, confirmed and levied, and together with interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on each such parcel until paid. Such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental ad valorem taxes and superior in dignity to all other State liens, titles and claims as provided in Section 190.021(9), *Florida Statutes*.

Section 6. FINALIZATION OF NON-AD VALOREM SPECIAL ASSESSMENTS. When all of the 2024 Project has been provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs, including financing costs thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. The District shall credit to each non-ad valorem special assessment for the 2024 Project, the difference between the non-ad valorem special assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the 2024 Project, as finally determined upon completion thereof, but, in no event shall the final amount of any such non-ad valorem special assessment exceed the amount of the benefits originally fixed, determined, ascertained, levied, imposed and assessed hereunder. In making such credits, no discount shall be granted nor credit given for any part of the payee’s proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves, and bond discounts included in the estimated cost of any such Improvements. Subject to the foregoing, such credits shall be entered in the “2024 Project Lien Book.” Once the final amount of non-ad valorem special assessments for all of the 2024 Project has been determined, the terms “special assessment”, “non-ad valorem assessment” or “non-ad valorem special assessment” shall, with respect to each parcel, mean the sum of the costs of the 2024 Project.

Section 7. PAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

1. All non-ad valorem special assessments shall be payable in no more than (30) annual installments (excluding any capitalized period), such installments to include principal and interest and be payable at the same time and in the same manner as are ad valorem taxes as prescribed in Chapter 197, *Florida Statutes*.
2. The District hereby elects, under its charter and Section 197.3631, *Florida Statutes*, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*. The District has timely taken, or will timely take, all necessary actions to comply with the provisions of Sections 197.3632 and 197.3635, *Florida Statutes*, and any applicable rules adopted pursuant thereto; and, on or prior to the date the Bonds are issued, sold and delivered, the District shall enter into a written agreement with the Property Appraiser and Tax Collector of Miami-Dade County. Such non-ad valorem special assessments shall be subject to all of the collection provisions of Chapter 197, *Florida Statutes*.
3. Notwithstanding the foregoing, the District reserves the right under Section 197.3631, *Florida Statutes*, to collect its non-ad valorem special assessments pursuant to Chapter 170, *Florida Statutes*, and to foreclose its non-ad valorem special assessment lien as provided for by law.
4. All special assessments may be prepaid, in whole or in part at any time, by payment in an amount equal to the principal amount of such prepayment, plus applicable interest accrued to that next interest payment date for the Bonds, which is more than forty-five (45) days after the date of such prepayment. All special



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Tri-City Herald
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142132	568657	Print Legal Ad-IPL01811270 - IPL0181127		\$1,260.45	2	43 L

Attention: Laura Archer

Two Lakes Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
LArcher@sdsinc.org

Notice of Public Hearing & Regular Board Meeting of the Two Lakes Community Development District

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Two Lakes Community Development District

www.twolakescdd.org

IPL0181127
Jul 5, 12 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

2 insertion(s) published on:

07/05/24, 07/12/24

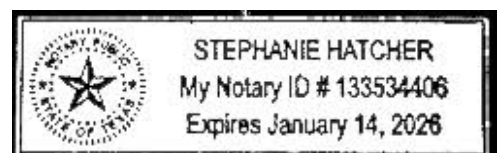
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or 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(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 12th day of July in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

RESOLUTION NO. 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Two Lakes Community Development District (“District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2024/2025, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

WHEREAS, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2024/2025 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Operating Fund Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is accepted, approved and adopted.

Section 2. The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 25th day of July, 2024.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Two Lakes
Community Development District

**Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
Administrative Assessments	99,094
Maintenance Assessments	163,124
Debt Assessments - Series 2017	1,482,926
Debt Assessments - Series 2019	1,153,711
Other Revenue	0
Interest Income - Stormwater Account	0
Interest Income	720
TOTAL REVENUES	\$ 2,899,575
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	41,448
Legal	12,800
Assessment Roll	9,400
Audit Fees	5,900
Arbitrage Rebate Fee	1,300
Insurance	7,100
Legal Advertisements	2,500
Miscellaneous	1,200
Postage	500
Office Supplies	700
Dues & Subscriptions	175
Trustee Fees	6,500
Continuing Disclosure Fee	2,000
Administrative Contingency	2,346
Total Administrative Expenditures	\$ 93,869
Maintenance Expenditures	
Annual Engineer's Report & Inspections	2,400
Field Operations Management	1,500
Roadway/Street Drainage System	35,000
Lake Tract(s) Maintenance	12,000
Aquatic Maintenance	15,000
Capital Improvements Fund	87,437
Total Maintenance Expenditures	\$ 153,337
TOTAL EXPENDITURES	\$ 247,206
REVENUES LESS EXPENDITURES	\$ 2,652,369
Bond Payments - Series 2017	(1,393,950)
Bond Payments - Series 2019	(1,084,488)
BALANCE	\$ 173,931
County Appraiser & Tax Collector Fee	(57,977)
Discounts For Early Payments	(115,954)
EXCESS/ (SHORTFALL)	\$ -
Carryover From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	103,109	99,094	99,094	Expenditures Less Interest/.94
Maintenance Assessments	163,462	163,124	163,124	Expenditures/.94
Debt Assessments - Series 2017	1,486,351	1,482,926	1,482,926	Bond Payments/.94
Debt Assessments - Series 2019	1,153,854	1,153,711	1,153,711	Bond Payments/.94
Other Revenue	0	0	0	
Interest Income - Stormwater Account	33,842	0	0	
Interest Income	2,615	360	720	Projected At \$60 Per Month
TOTAL REVENUES	\$ 2,943,233	\$ 2,899,215	\$ 2,899,575	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	39,084	40,248	41,448	CPI Adjustment (Capped At 3%) - Includes Website Management
Legal	8,240	12,800	12,800	No Change From 2023/2024 Budget
Assessment Roll	9,400	9,400	9,400	No Change From 2023/2024 Budget
Audit Fees	5,700	5,900	5,900	Accepted Amount For 2023/2024 Audit
Arbitrage Rebate Fee	1,300	1,300	1,300	No Change From 2023/2024 Budget
Insurance	6,134	6,500	7,100	Fiscal Year 2023/2024 Expenditure Was \$6,594
Legal Advertisements	707	1,500	2,500	Costs Will Increase Due To Closing Of The Miami Business Review
Miscellaneous	341	1,300	1,200	\$100 Decrease From 2023/2024 Budget
Postage	108	525	500	\$25 Decrease From 2023/2024 Budget
Office Supplies	195	725	700	\$25 Decrease From 2023/2024 Budget
Dues & Subscriptions	175	175	175	Annual Dues Payment To Dept Of Economic Opportunity
Trustee Fees	6,500	6,500	6,500	No Change From 2023/2024 Budget
Continuing Disclosure Fee	1,000	2,000	2,000	No Change From 2023/2024 Budget
Administrative Contingency	0	4,636	2,348	Administrative Contingency
Total Administrative Expenditures	\$ 78,884	\$ 93,509	\$ 93,869	
Maintenance Expenditures				
Annual Engineer's Report & Inspections	1,438	2,400	2,400	No Change From 2023/2024 Budget
Field Operations Management	1,500	1,500	1,500	No Change From 2023/2024 Budget
Roadway/Street Drainage System	32,920	35,000	35,000	No Change From 2023/2024 Budget
Lake Tract(s) Maintenance	21,658	12,000	12,000	No Change From 2023/2024 Budget
Aquatic Maintenance	0	15,000	15,000	No Change From 2023/2024 Budget
Capital Improvements Fund	0	87,437	87,437	Capital Improvements Fund
Total Maintenance Expenditures	\$ 57,516	\$ 153,337	\$ 153,337	
TOTAL EXPENDITURES	\$ 136,400	\$ 246,846	\$ 247,206	
REVENUES LESS EXPENDITURES	\$ 2,806,833	\$ 2,652,369	\$ 2,652,369	
Bond Payments - Series 2017	(1,415,312)	(1,393,950)	(1,393,950)	2025 Principal & Interest Payments
Bond Payments - Series 2019	(1,098,707)	(1,084,488)	(1,084,488)	2025 Principal & Interest Payments
BALANCE	\$ 292,814	\$ 173,931	\$ 173,931	
County Appraiser & Tax Collector Fee	(27,938)	(57,977)	(57,977)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(110,816)	(115,954)	(115,954)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 154,060	\$ -	\$ -	
Carryover From Prior Year	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 154,060	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE (SERIES 2017) FUND BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	80,015	100	500	Projected Interest For 2024/2025
NAV Tax Collection	1,415,312	1,393,950	1,393,950	Maximum Debt Service Collection
Total Revenues	\$1,495,327	\$1,394,050	\$1,394,450	
EXPENDITURES				
Principal Payments	415,000	455,000	470,000	Principal Payment Due In 2025
Interest Payments	963,094	938,950	920,750	Interest Payments Due In 2025
Bond Redemption	0	100	3,700	Estimated Excess Debt Collections
Total Expenditures	\$1,378,094	\$1,394,050	\$1,394,450	
Excess/ (Shortfall)	\$117,233	\$0	\$0	

Series 2017 Bond Information

Original Par Amount =	\$21,685,000	Annual Principal Payments Due:
Interest Rate =	3.25% - 5.0%	December 15th
Issue Date =	June 2017	Annual Interest Payments Due:
Maturity Date =	November 2047	June 15th & December 15th
Par Amount As Of 1/1/24 =	\$19,270,000	

DETAILED FINAL DEBT SERVICE (SERIES 2019) FUND BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	59,096	100	500	Projected Interest For 2024/2025
NAV Tax Collection	1,098,707	1,084,488	1,084,488	Maximum Debt Service Collection
Total Revenues	\$1,157,803	\$1,084,588	\$1,084,988	
EXPENDITURES				
Principal Payments	395,000	420,000	430,000	Principal Payment Due In 2025
Interest Payments	682,225	664,487	651,513	Interest Payments Due In 2025
Bond Redemption	20000	101	3,475	Estimated Excess Debt Collections
Total Expenditures	\$1,097,225	\$1,084,588	\$1,084,988	
Excess/ (Shortfall)	\$60,578	\$0	\$0	

Series 2019 Bond Information

Original Par Amount =	\$19,050,000	Annual Principal Payments Due:
Interest Rate =	3.0% - 4.0%	December 15th
Issue Date =	September 2019	Annual Interest Payments Due:
Maturity Date =	December 2049	June 15th & December 15th
Par Amount As Of 1/1/24 =	\$17,485,000	

Two Lakes Community Development District Assessment Comparison

	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Projected Assessment Before Discount*
<u>Original Units</u>					
Administrative For Villa Units	\$59.54	\$59.39	\$59.38	\$59.38	\$59.38
Maintenance For Villa Units	\$97.94	\$97.94	\$97.94	\$97.94	\$97.94
<u>Debt For Villa Units</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>
Total For Villa Units	\$1,629.48	\$1,629.33	\$1,629.32	\$1,629.32	\$1,629.32
Administrative For Townhome Units	\$59.39	\$59.38	\$59.38	\$59.38	\$59.38
Maintenance For Townhome Units	\$97.94	\$97.94	\$97.94	\$97.94	\$97.94
<u>Debt For Townhome Units</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>
Total For Townhome Units	\$1,681.83	\$1,681.82	\$1,681.82	\$1,681.82	\$1,681.82
Administrative For Single Family Units	\$59.39	\$59.38	\$59.38	\$59.38	\$59.38
Maintenance For Single Family Units	\$97.94	\$97.94	\$97.94	\$97.94	\$97.94
<u>Debt For Single Family Units</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>
Total For Single Family Units	\$1,734.33	\$1,734.32	\$1,734.32	\$1,734.32	\$1,734.32
<u>Expansion Units</u>					
Administrative For Villa Units	\$59.39	\$59.38	\$59.38	\$59.38	\$59.38
Maintenance For Villa Units	\$97.94	\$97.94	\$97.94	\$97.94	\$97.94
<u>Debt For Villa Units</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>
Total For Villa Units	\$1,712.33	\$1,712.32	\$1,712.32	\$1,712.32	\$1,712.32
Administrative For Townhome Units	\$59.38	\$59.38	\$59.38	\$59.38	\$59.38
Maintenance For Townhome Units	\$97.94	\$97.94	\$97.94	\$97.94	\$97.94
<u>Debt For Townhome Units</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>
Total For Townhome Units	\$1,815.32	\$1,815.32	\$1,815.32	\$1,815.32	\$1,815.32
Administrative For Single Family Units	\$59.38	\$59.38	\$59.38	\$59.38	\$59.38
Maintenance For Single Family Units	\$97.94	\$97.94	\$97.94	\$97.94	\$97.94
<u>Debt For Single Family Units</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>
Total For Single Family Units	\$2,023.32	\$2,023.32	\$2,023.32	\$2,023.32	\$2,023.32

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Note: Covenant Amount (After Discounts & Fees)

For Original Units = \$248.00

\$248.00/.94 = \$263.82

Covenant Amount (After Discounts & Fees)

For Expansion Units = \$262.00

\$262.00/.94 = \$278.72

Community Information - Original Units (Original):

Villa Units	347
Townhome Units	420
<u>Single Family Units</u>	<u>209</u>
Total Area One Units	976

Community Information - Original Units (Current):

Villa Units	407
Townhome Units	372
<u>Single Family Units</u>	<u>203</u>
Total Area One Units	982

Total Units

Original Units:	982
<u>Expansion Units:</u>	<u>687</u>
Total Units:	1,669

Community Information - Expansion Units:

Villa Units	246
Townhome Units	248
<u>Single Family Units</u>	<u>193</u>
Total Expansion Units	687

RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Two Lakes Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2024/2025; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 25th day of July, 2024.

ATTEST:

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the **Two Lakes Community Development District** (the “District”) will hold Regular Meetings at the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018 at **6:00 p.m.** on the following dates:

**October 24, 2024
November 14, 2024
December 12, 2024
February 27, 2025
March 27, 2025
April 24, 2025
May 22, 2025
June 26, 2025
July 24, 2025
September 25, 2025**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

www.twolakescdd.org

PUBLISH: MIAMI HERALD 00/00/24

I. Introduction

Two Lakes Community Development District (the "District" or "CDD," See Exhibit 1 for Location) intends to purchase from Two Lakes Lennar, LLC (the "Club Owner") the real property of two clubhouses located within the boundaries of the CDD. The clubhouses are referred hereinafter as "Clubhouse 1" and "Clubhouse 2" and encompass the land and all the improvements within.

Clubhouse 1 is located on Tract "Q" of "AquaBella Section One", as recorded at PB 172, PG 51 of the Public Records of Miami-Dade County. The physical address of the property is 10401 W 35 Lane, Hialeah, Florida, 33018. The tract is identified as Folio Number 04-2016-006-3900. (Refer to Exhibit 2).

Clubhouse 2 is located on Tract "R2" of "AquaBella North", as recorded at PB 1742, PG 51 of the Public Records of the County. The physical address of the property is 11061 W 34 Way, Hialeah, Florida, 33018. The tract is identified as Folio Number 04-2016-008-7690. (Refer to Exhibit 3).

Together, the real property for Clubhouse 1 and Clubhouse 2 is referred hereinafter as the "Club Property".

The District intends to issue one or more series of special assessment bonds (the "Series 2024 Bonds") to finance the purchase of the Club Property. This Second Supplemental Engineer's Report describes the Club Property and documents its purchase price.

II. The Club Property and Determination of the Purchase Price

a. The Club Property.

The Club Property consists of the two clubhouse buildings and all related facilities indoor and outdoor, fixtures, improvements and personal property constructed and completed within a 1.93-acre parcel for Clubhouse 1 (Tract "Q"), and a 2.54-acre parcel for Clubhouse 2 (Tract "R2").

The Club Property includes, but is not limited to, the items listed in Tables 1 and 2 below. (Refer to Exhibits 4 and 5 for depictions of the floor plans and partial site plans).

Table 1 - Clubhouse 1 Description			
Category	Description	Square Footage	Acreage
Property			
Property Address	10401 W 35 Lane, Hialeah, FL 33018		
County Folio No.	04-2016-006-3900		
Legal Description	Tract "Q" of AquaBella Section One, Plat Book 172, Page 51		
	Property Area (Per Plat)	83,912	1.93
Site Facilities			
	53 Parking Spaces (50 Regular + 3 Accessible)	16,860	
	Dumpster	270	
	Pool Equipment Areas (Mechanical / Electrical)	1,060	
	Landscaped Open Areas, Driveways and Paths	35,776	
	Sub-Total Site Facilities	53,966	1.24
Building Facilities			
Outdoor Recreational	Swimming Pool (100 Persons Maximum Occupancy)	4,985	
	Pool Deck No. 1 by Swimming Pool (268 Max. Occupancy)	8,016	

AGREEMENT FOR SALE AND PURCHASE
(AQUABELLA CLUB CLUBHOUSE)

This Agreement for Sale and Purchase (Aquabella Club Clubhouse) (this “**Agreement**”) is between **TWO LAKES LENNAR, LLC**, a Florida limited liability company (“**Seller**”), and **TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (“**Buyer**”).

RECITALS:

A. Seller is the owner of (i) the Land (hereinafter defined), and (ii) the Improvements (hereinafter defined).

B. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller (i) all of Seller’s right, title and interest in the Land and (ii) the Improvements, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. **Defined Terms**. As used herein, the following terms shall have the following meanings:

“**Acceptable Encumbrances**” shall have the meaning set forth in Section 5.1 hereof.

“**Accounts Receivable**” shall mean all of the Seller’s right, title and interest in any and all accounts receivable relating to unpaid Club Dues and other Clubhouse charges, including interest accrued thereon as of the Closing Date.

“**Agreement**” shall have the meaning set forth in the initial sentence hereof.

“**Aquabella**” shall mean the planned community within which the Land is located.

“**Assignment and Assumption Agreement**” shall mean the Assignment and Assumption Agreement in the form attached hereto as **Exhibit E**, pursuant to which the Seller shall assign and Buyer shall assume all of Seller’s rights, title and interest in the Club Plan.

“**Assignment and Assumption of Vendor Contracts**” shall mean the Assignment and Assumption of Vendor Contracts in the form attached hereto as **Exhibit I**, pursuant to which the

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Seller shall assign and Buyer shall assume certain vendor contracts relating to the operation and maintenance of the Property.

“**Bill of Sale**” shall mean the Bill of Sale conveying all of Seller’s interest in and to the Improvements (hereinafter defined) and Personal Property (hereinafter defined) to Buyer in the form attached hereto as **Exhibit D**, duly executed by Seller and acknowledged.

“**Business Day**” means any day on which business is conducted by national banking institutions in the County.

“**Closing Date**” shall have the meaning as defined in Section 6.1 of this Agreement.

“**Closing**” shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price (hereinafter defined) and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

“**Club Dues**” shall have the meaning set forth in the Club Plan.

“**Club Owner**” shall have the meaning set forth in the Club Plan. Seller is the current Club Owner and Buyer will be the Club Owner subsequent to Closing.

“**Club Plan**” shall mean the Aquabella Club Club Plan recorded in Official Records Book 30737, Page 2015, ~~of the Public Records of Miami-Dade County, Florida.~~

“**Clubhouse 1**” shall mean that certain clubhouse that is located on Tract “Q” of “Aquabella Section One,” as recorded at Plat Book 172, Page 51 of the Public Records of Miami-Dade County, Florida, together with the related improvements and fixtures including but not limited to offices, a health/fitness facility, swimming pool and related facilities, and appurtenant recreational facilities, presently located on the Land. The physical address of the property is 10401 West 35 Lane, Hialeah, Florida 33018. The tract is identified as Folio Number 04-2016-006-3900.

“**Clubhouse 2**” shall mean that certain clubhouse that is located on Tract “R2” of “Aquabella North,” as recorded at Plat Book 174, Page 1 of the Public Records of the Miami-Dade County, Florida, together with the related improvements and fixtures including but not limited to offices, a health/fitness facility, swimming pool and related facilities, and appurtenant recreational facilities, presently located on the Land. The physical address of the property is 11061 West 34 Way, Hialeah, Florida 33018. The tract is identified as Folio Number 04-2016-008-7690.

“**Clubhouse**” shall mean ~~that certain Clubhouse 1 and Clubhouse 2, collectively, and related improvements and fixtures including, without limitation, offices, a health/fitness facility, swimming pool and related facilities, and appurtenant recreational facilities, presently located on the Land.~~

“**County**” shall mean Miami-Dade County, Florida.

“**Deed**” shall mean a Special Warranty Deed in the form attached hereto as **Exhibit B** executed by Seller and conveying all of Seller’s right, title and interest in the Land to Buyer, subject only to Acceptable Encumbrances.

“**Due Diligence Reports**” shall mean all reports, documents, studies, analyses, and other written information obtained by Buyer with respect to the Property including, without limitation, results of physical inspections, surveys, site plans, feasibility studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer (other than attorney work product) in connection with the Property, if any.

“**Effective Date**” shall mean 5:00 p.m. Eastern time on the date upon which the last of Buyer and Seller shall have executed this Agreement.

“**Feasibility Date**” shall mean 5:00 p.m. Eastern time on the thirtieth (30th) day after the Effective Date.

“**Foreign Substance**” shall mean any substance which is commonly referred to as foreign or hazardous under local, state or federal law.

“**Improvements**” shall mean all of Seller’s right, title and interest in and to any and all buildings, structures or other improvements located on the Land, including, but not limited to the Clubhouse and any other improvements located on the Land. “Improvements” does not include any improvements located on the Land which are not owned by Seller (*e.g.*, equipment and facilities owned by utility companies).

“**Inventory**” shall mean the furniture, fixtures and equipment listed on **Exhibit F** attached hereto and made a part hereof.

“**Land**” shall mean that certain real property described on **Exhibit A** attached hereto and made a part hereof.

“**Permits**” shall mean all permits, licenses, and other governmental approvals and authorizations affecting the Improvements.

“**Personal Property**” shall mean all of Seller’s right, title and interest in and to: (i) all Inventory and fixtures (if any not listed as part of the Inventory) owned by Seller and located on, or attached to, the Land; (ii) all supplies owned by Seller and used in the maintenance or operation of the Clubhouse located on the Land, if any; (iii) those Permits which are assignable or transferable to Buyer at Closing, if any; (iv) all assignable or transferable service, maintenance, and equipment contracts, telephone number(s), email address(es), and all personal property leases and all other contracts, if any exist, relating to the ownership, maintenance, occupancy, use or operation of the Property; (v) the rights of Club Owner under the Club Plan, including, without limitation, the right to use the name Aquabella Club Clubhouse as permitted by and subject to the terms and conditions of Section 7.4 hereof; and (vi) all architectural or engineering plans in Seller’s possession or control relating to the Improvements. Buyer acknowledges that there are no transferable warranties from third parties with respect to the Personal Property.

“**Property**” shall mean, collectively, the Land, the Improvements, and the Personal Property. Buyer acknowledges and agrees that the Accounts Receivable will be retained by Seller and will not be transferred to or credited in favor of Buyer at Closing. The term “Property” for all purposes under this Agreement shall specifically exclude the Accounts Receivable.

“**Prorations Date**” shall mean 11:59 p.m. on the date prior to the Closing Date.

“**Termination Notice**” shall have the meaning set forth in Section 3.2 of this Agreement.

“**Title Agent**” shall mean CalAtlantic National Title Solutions.

“**Title Commitment**” shall mean the commitment for issuance of an owner’s title insurance policy to be issued by the Title Agent, as agent for the Title Company, and delivered to Buyer pursuant to Section 5.1 hereof.

“**Title Company**” shall mean First American Title Insurance Company.

Other capitalized terms contained in this Agreement not defined herein shall have the meanings set forth in the Club Plan.

3. Inspection.

3.1. Information Regarding Property. Within five (5) days after the Effective Date, Seller shall make available to Buyer at Seller’s office, Seller’s management office or the Club for inspection and copying during regular business hours any existing surveys, prior title insurance policies on the Land, plans and ~~certificates~~ of occupancy which Seller shall make a good faith attempt to locate in its files and which Seller has not already provided to Buyer. All of such information is provided simply as an accommodation to Buyer, and Seller makes no warranties or representations as to their accuracy or completeness. Seller shall incur no liability to Buyer for any information contained in any materials furnished to Buyer or for Seller’s non-intentional failure to furnish any materials in Seller’s possession to Buyer. Without limiting the foregoing, Seller shall have no obligation to obtain any information related to the Property, including, but not limited to, any plans, permits or other information respecting the Property from governmental agencies or utilities.

3.2. Buyer’s Inspection Rights. Buyer’s obligations hereunder are expressly subject to Buyer’s approval of the Property in all respects. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer. In the event that Buyer elects not to proceed with the purchase contemplated by this Agreement, Buyer shall deliver to Seller, at no cost to Seller, copies of all Due Diligence Reports within ten (10) days of Buyer’s election not to proceed, without recourse to Buyer with respect to the accuracy or completeness of such Due Diligence Reports. If Buyer determines that the Property is not acceptable in its sole and absolute discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination to Seller (the “**Termination Notice**”) and upon such delivery this Agreement shall be terminated. Upon such termination and delivery to Seller of all Due Diligence Reports, the parties shall have no further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Unless Buyer

delivers the Termination Notice in a timely manner, Buyer shall be deemed to have approved the Property in all respects and this Agreement shall remain in full force and effect, except that the inspection rights contingency in this Section 3.2 shall be deemed satisfied. Notwithstanding anything set forth herein to the contrary, Buyer shall not provide to Seller any studies, reports, analyses, information, or other written records regarding the presence or absence of Foreign Substances at, on, in, under or relating to the Property unless and until such time as Seller has provided Buyer with a written request for delivery of same.

3.3. Access. Until the Feasibility Date, and thereafter if this Agreement has not been terminated pursuant to Section 3.2., Buyer and Buyer's agents and contractors shall be entitled to enter upon the Land and the Property with Seller or Seller's representative at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations, provided prior written notice is given to Seller at least twenty-four (24) hours in advance of such requested entry. In doing so, Buyer agrees not to cause any damage or make any physical changes to the Land or the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Land or the Property (including, without limitation, those using the Clubhouse, employees, licensees, and service providers). Buyer further agrees that all invasive testing, including, but not limited to, a Phase 2 environmental assessment, by Buyer shall be subject to the prior consent of Seller, which consent shall be in Seller's sole and absolute discretion, which consent may not be unreasonably withheld. Seller may waive its right to be present during Buyer's tests, inspections, and/or investigations of the Land or the Property. All persons retained by Buyer to conduct such inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in accordance with the terms set forth hereinbelow. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Land or the Property prior to Closing. Prior to any entry onto the Property by Buyer or its agents, employees, contractors, subcontractors, consultants, representatives and other persons designated by Buyer ("**Buyer's Agents**"), Buyer shall obtain and maintain, at all times during the pendency of this Agreement, insurance by companies of recognized standing qualified to do business in Florida, as follows:

(a) Commercial General Liability Insurance for bodily injury, death or property damage, with minimum limits of coverage of One Million and No/100 Dollars (\$1,000,000.00) combined single limit occurrence and Two Million and No/100 Dollars (\$2,000,000.00) combined single limit aggregate. Coverage shall include, but not be limited to, Premises and Operation, Per Project Aggregate, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, and Products and Completed Operations Coverage and shall not exclude coverage for the "X" (Explosion), "C" (Collapse), and "U" (Underground) Property Damage Liability Exposures.

(b) Workers Compensation and Employers Liability Insurance in complete compliance with all federal and state laws.

(c) Business Automobile Liability Insurance (owned, non-owned, hired) which coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00).

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(d) Excess Liability (Umbrella) shall be purchased and maintained with a minimum of One Million and No/100 Dollars (\$1,000,000.00).

Buyer shall cause Seller to be named as additional insured on the Commercial General Liability Insurance coverage and shall provide Certificates of Insurance to Seller prior to entry onto the Property.

3.4. Indemnification. To the extent allowed by law (and without waiving any of the provisions of Section 768.28 Florida Statutes), Buyer shall protect, indemnify, defend, save and hold Seller harmless against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs at the trial level and at all levels of appeal) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by an act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or about the Land and/or the Property, or from Buyer's inspection, testing, examination and inquiry of or on the Land and/or the Property, unless caused by or resulting from the ~~gross negligence~~negligent acts or omissions, willful misconduct and/or breach by Seller of its obligations and duties under this Agreement. The provisions of this Section 3.4 shall survive the Closing or termination of this Agreement.

3.4.1. Buyer's Obligations with Respect to Inspections. Buyer shall restore the Land and the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Land and/or Property. Buyer shall promptly pay for all inspections and Due Diligence Reports upon the rendering of statements therefore. Buyer shall not suffer or permit the filing of any liens against the Land and/or the Property and if any such liens are filed, Buyer shall cause them to be released or otherwise eliminated from being a lien upon the Land and the Property within thirty (30) days of filing. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in this Section 3.4 and Section 3.5 of this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.5. Condition of the Property. If this Agreement is not terminated pursuant to Section 3.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property and this transaction in all respects. Buyer is expressly purchasing the Property in its existing condition "AS IS, WHERE IS" with respect to all facts, circumstances and conditions. Seller has no obligation to inspect for, repair or correct any such facts, circumstances, and conditions or to compensate Buyer regarding the Property. From and after Closing, Buyer assumes the full risk with respect to the Property including, without limitation, any liability resulting from the condition of the Land and/or the Property or resulting from any claims by third parties relating to the past, present, or future ownership (excepting those warranties provided for in the Deed), use or operation of the Land and/or the Property, with the exception of personal injury claims arising or filed prior to Closing, and by execution hereof Buyer specifically agrees, to the extent allowed by law, to indemnify and hold Seller and its affiliates harmless from all liability, loss, cost (including reasonable attorneys',

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paralegals' and legal assistants' fees and court costs at all trial and appellate levels) relating to any matter occurring on or subsequent to the Closing arising from the condition of the Land and/or the Property, including those arising from the presence of Foreign Substances on or at the Land and/or the Property, unless caused by or resulting from the negligence, willful misconduct and/or breach by Seller of its obligations and duties under this Agreement. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE LAND AND/OR THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, including warranties with respect to the Land, the Property, zoning, land value, availability of access or utilities, presence of Foreign Substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Land and/or the Property, future restrictions upon use or sale, or the soil or water conditions of the Land. Buyer further acknowledges that Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Land and/or the Property and that, in fact, no such representations were made, except as expressly set forth in this Agreement. Buyer hereby specifically releases Seller and its affiliates from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind, whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Foreign Substance on the Land and/or the Property, if any, including without limitation, any residual contamination, in, on, under or about the Land and/or the Property or affecting natural resources, whether prior to or following Closing. Each covenant, agreement, representation, and warranty of Buyer or Seller contained in this Section 3.5 of this Agreement shall survive the Closing or termination of this Agreement.

4. Purchase Price and Terms of Payment; Closing Adjustments.

4.1 Purchase Price. The purchase price ("**Purchase Price**") of the Property shall be the amount of THIRTY MILLION FORTY-TWO THOUSAND AND 00/100 DOLLARS (\$30,042,000.00), subject only to the prorations and adjustments herein provided and allocated as follows: (i) Land and Improvements: \$29,792,000.00; and (ii) Personal Property: \$250,000.00.

4.2 Payment of Purchase Price. The Purchase Price shall be paid in cash at Closing.

4.3 Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Buyer shall be responsible for all items after the Prorations Date. All prorations shall be based on thirty (30) day months. Such adjustments and prorations shall include the following:

4.3.1 Taxes and Assessments; Pending and Certified Liens. All *ad valorem* real estate taxes, special taxing district assessments and personal property taxes and all assessments associated with the Property for the year of Closing ~~shall be paid by Seller pursuant to the requirements of Section 196.295, Florida Statutes, as applicable. shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. If any tax prorations shall be based upon the amount of taxes for the year preceding the year~~

~~of Closing; such taxes, at the request of any party hereto, shall be re prorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of Closing are received.~~ County or other public liens, if any, certified or for which the work has been substantially completed on the date of this Agreement shall be paid by Seller and any other such liens shall be assumed by Buyer; provided, however, that if any assessments are payable in installments, the installment due for the year in which Closing occurs shall be prorated between Seller and Buyer, and Buyer shall assume responsibility for payment of all installments for subsequent years.

4.3.2 Club Dues. All Club Dues and any other amounts due to Seller as dues arising out of the Club Plan shall be prorated as of the Prorations Date. Buyer shall receive a credit at Closing against the Purchase Price for any Club Dues paid to Seller as of the Prorations Date but applicable to any period after the Prorations Date. By way of example, pre-paid Club Dues received by Seller prior to Closing for periods after the Closing shall be credited to Buyer. Buyer and Seller acknowledge and agree that Buyer will not be assigned the Seller's right to the Accounts Receivable and that Buyer shall not receive a credit against the Purchase Price for the Accounts Receivable.

4.3.3 Payables. All of Seller's accounts payable incurred in the ordinary course of business prior to the Closing Date in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables (the "**Payables**") shall be paid by Seller; provided, however, that if any accounts payable are paid in advance by Seller for services that extend beyond the Closing Date, such accounts payable will be prorated as of the Prorations Date. Seller agrees that between the Effective Date and the Closing Date all Payables shall be paid and discharged in the ordinary course of business. Any Payables that would have been paid by Seller in the ordinary course of business that are not paid on or before the Prorations Date and are not discovered until after the Closing Date shall be paid by Seller at such time as they are discovered, provided such amounts are discovered within one hundred and eighty (180) days of the Closing Date.

4.3.4 Cash. Notwithstanding that there may currently exist operating accounts for the Club, Buyer acknowledges and agrees that no operating accounts will be transferred to Buyer, subject to any credit for pre-paid Club Dues as described in Section 4.3.2 hereinabove. Buyer acknowledges and agrees that there are no reserves for the Club and that no reserves will be transferred to Buyer.

4.3.5 Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, including amounts due prior to Closing, but not yet billed, shall be adjusted and apportioned as of the Prorations Date. Deposits, if any, made by Seller, or any manager of the Property on behalf of Seller, or any predecessor in title as security under any utility or public service contract shall be credited to Seller to the extent that the same remains on deposit for the benefit, and in the name of, Buyer. If such deposits cannot remain on deposit for the benefit of Buyer, Buyer shall place new deposits with the utility company(ies) and the existing deposits shall be released to Seller prior to Closing. Readings will be secured for all utilities as close as practicable to the Prorations Date, and the remaining meter charge, if any, for the intervening time shall be apportioned on the basis of such last reading. All utility accounts must be transferred by Buyer with fifteen (15) days following Closing.

4.3.6 Contracts; Leases. All prepayments made and all amounts due prior to Closing, but not yet billed, under any continuing contracts or leases affecting the Property, if any, including, but not limited to, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for any deposits.

4.3.7 Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations with respect to operating revenues and expenses to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

4.3.8 Reprorations and Post-Closing Adjustments. If any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained or are not available as of such date, the parties agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omissions or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period ~~of twelve (12) months as to ad-valorem taxes and of~~ six (6) months as to all ~~other~~ adjustments and no claims for adjustment may be made thereafter.

4.3.9 Intent of Prorations Provisions. The intent of the prorations and adjustments provided for herein is that Seller shall bear all expenses of operation of the Property and shall receive all income therefrom accruing through the Prorations Date, and Buyer shall bear all such expenses and receive all such income accruing thereafter.

4.3.10 Accounts Receivable to be Retained by Seller. As described in Section 4.3.2 hereinabove, Buyer acknowledges and agrees that the Accounts Receivable will be retained by Seller and will not be transferred to or credited in favor of Buyer at Closing. Buyer acknowledges and agrees that Buyer has no claim or interest in the Accounts Receivable and that Buyer will not interfere with or take any action which would in any way impede Seller's efforts to collect the Accounts Receivable and if requested by Seller, Buyer shall cooperate with Seller in Seller's attempts to collect the Accounts Receivable. This provision shall survive Closing.

4.4 Costs and Expenses. All Closing costs and expenses including, but not limited to, the cost of recording the Deed, documentary stamp taxes and surtax, if any, on the Deed, and the title insurance premium for the owner's title insurance policy to be provided by Title Agent and issued to Buyer after Closing, shall be paid by Buyer. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. By way of example, Seller shall pay its own legal fees and costs and these shall not be charged to home-owners in the event the transaction contemplated by this Agreement does not close.

5. Title; Survey.

5.1. Evidence of and Encumbrances Upon Title. It is acknowledged and agreed

that Buyer has previously received a form Title Commitment prepared by the Title Company or will obtain same within ten (10) days following the Effective Date. The Title Commitment shall be the basis upon which Buyer shall review the status of title to the Property. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than the following, herein referred to as the “**Acceptable Encumbrances**”:

5.1.1. The standard printed exceptions in the Title Commitment, provided, however, that to the extent allowed by the Title Company and Florida law the standard printed exceptions for parties in possession and construction liens may be deleted from the owner’s title insurance policy based upon Seller’s Affidavit, and the standard printed exception for matters that would be reflected on a current survey and for easements not shown by the public records may be deleted if Buyer obtains a current survey, as contemplated by Section 5.3 hereof, which satisfies the requirements of the Title Company;

5.1.2. Zoning and other regulatory laws and ordinances affecting the Property;

5.1.3. Easements for public utilities and drainage;

5.1.4. Any matters reflected on the plats of the Land;

5.1.5. Any other matters of record that do not render title unmarketable;

5.1.6. All matters in the Title Commitment not objected to by Buyer within the Title Review Period (as hereinafter defined);

5.1.7. Intentionally Deleted;

5.1.8. Any matters which are approved in writing by Buyer (including those contemplated by this Agreement); and

5.1.9. Any matters created by or against Buyer.

5.2. Review of Evidence of Title.

5.2.1. Buyer shall have until the ~~twentieth~~ thirtieth (30th) day after the Effective Date, to cause the Title Commitment to be examined and to notify Seller in writing of any liens, encumbrances, or exceptions other than the Acceptable Encumbrances (the “**Title Review Period**”). ~~-If~~ If no liens, encumbrances, or exceptions other than the Acceptable Encumbrances are shown, or if Buyer shall fail to notify Seller in writing of any liens, encumbrances or exceptions other than the Acceptable Encumbrances prior to the end of the Title Review Period, then except as provided in Section 5.4., Buyer shall be deemed to have waived any right to object to the status of title and all matters reflected on the Title Commitment shall be deemed Acceptable Encumbrances. Subject to Section 5.4., Buyer shall thereupon, with respect to the status of title to the Land and Improvements, be obligated to close the purchase at the time and in the manner herein specified.

5.2.2. If prior to the end of the Title Review Period, Buyer gives written notice of any liens, encumbrances or exceptions, other than the Acceptable Encumbrances, then Seller shall have the right, but not the obligation, to attempt to remove, discharge or correct such liens, encumbrances or exceptions and shall have a period of sixty (60) days after receipt of notice thereof (“**Cure Period**”) in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or exceptions, except, however, that Seller shall be required to satisfy, release, or discharge any mortgages in a liquidated amount voluntarily placed on the Property by Seller or by Seller’s predecessors in title. If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exceptions within such period, then Buyer may, at its option, either accept title in its then existing condition without reduction of the Purchase Price or terminate this Agreement by giving written notice of termination within ~~three (3)~~ten (10) Business Days after the first to occur of (a) receipt of Seller’s written notice that Seller is unable or unwilling to remove the lien, encumbrance, or exception or (b) the expiration of the Cure Period. If Buyer shall fail to give written notice of termination within the aforesaid three (3) Business Day period, Buyer shall irrevocably be deemed to have accepted title in its existing condition (and all outstanding title matters shall then constitute Acceptable Encumbrances). If Buyer shall elect to terminate this Agreement pursuant to this Section, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the provisions of Sections 3.4 and 3.5 hereof.

~~5.2.2.~~ 5.2.3. Notwithstanding any provision contained in this Agreement to the contrary, Seller shall, at Seller’s cost and expense, cause all open or expired Permits for the Property to be duly and properly closed out as required by applicable law prior to the Closing Date.

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5.3. Survey. Prior to the end of the Title Review Period, Buyer may cause a survey of the Land to be prepared at Buyer’s sole cost and expense. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller, Seller’s counsel, the Title Company, and Title Company’s agent. If any encroachments not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller prior to the end of the Title Review Period, in which case any such encroachment shall be treated in the same manner as a title defect pursuant to Section 5.2.2 above; provided, however, that Buyer shall have no right to object to: ~~(a) any matters which constitute Acceptable Encumbrances; or (b) any public utility facilities or equipment located on the Land regardless of whether or not an easement for such facilities or equipment has been granted or recorded in the Public Records (and Buyer acknowledges that it is likely that such facilities and equipment do in fact exist on the Land); or (c) any matters reflected on any existing survey delivered by Seller to Buyer on or before the tenth day after the Effective Date.~~ If, however, Buyer fails to obtain a survey, or if Buyer obtains a survey, but fails to give written notice of objection prior to the end of the Title Review Period, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4. Title Update. Buyer shall cause the Title Company to update the Title Commitment, to a date not earlier than seven (7) days prior to the Closing Date, provided such update is available. If the updated Title Commitment contains exceptions which arose subsequent to the effective date of the Title Commitment and which do not constitute Acceptable

Encumbrances, Buyer may file written objection thereto within ~~three-ten~~ (103) Business Days after receipt thereof, but in any event prior to completion of the Closing. If Buyer timely and properly files written objection to any such other item, all of the provisions of the last portion of Section 5.2.2 shall then be applicable. If the updated Title Commitment contains no exceptions, other than those reflected on the Title Commitment delivered pursuant to Section 5.1 and other Acceptable Encumbrances or if Buyer fails to give written notice of objection to Seller as and when required, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

6. Closing.

6.1. Closing Date; Place. The Closing shall occur on or before November 15, 2024 ("Closing Date"). Notwithstanding the foregoing, upon providing to Buyer not less than five business (5) days advance notice of the rescheduled Closing Date, Seller shall have the right to extend the Closing Date for a period not to exceed thirty (30) days. Closing shall take place at 10:00 A.M. in the offices of Seller's counsel or at such other location as is acceptable to the parties or by electronic mail with original documents to follow by FedEx or hand delivery and wire transfer of funds.

6.2. Seller's Deliveries. On or before the Closing Date, Seller shall deliver or cause to be delivered to Title Agent in escrow pursuant to escrow instructions to be agreed upon by Buyer, Seller and Title Agent prior to the Feasibility Date (the "Escrow Instructions") the following (in addition to any other instruments contemplated by this Agreement):

6.2.1. Deed with respect to the Land and Improvements, as applicable, in the form of Exhibit B attached hereto;

6.2.2. Seller's Affidavit in the form of Exhibit C attached hereto;

6.2.3. Bill of Sale with respect to those items of Personal Property which are furniture, fixtures, and equipment in the form of Exhibit D attached hereto, including all of the Inventory;

6.2.4. Assignment and Assumption Agreement in the form of Exhibit E attached hereto;

6.2.5. Buyer-Seller Closing Statement;

6.2.6. Evidence satisfactory to the Title Company in its reasonable discretion of Seller's authority to execute the instruments delivered at the Closing and to consummate the Closing;

6.2.7. Public Disclosure Affidavit in the form attached hereto as Exhibit G;

6.2.8. Form 1099-S;

6.2.9. Certificate of Non-Foreign Status or statement complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986 as amended, in the form attached hereto as **Exhibit H**;

6.2.10. Assignment and Assumption of Vendor Contracts in the form attached hereto as **Exhibit I**; and

6.2.11 If required pursuant to Section 7.3 hereinafter, Assignment and Assumption of Management Agreement in the form attached hereto as **Exhibit K**.

6.3. **Buyer's Deliveries.** On or before the Closing Date, Buyer shall deliver or cause to be delivered to Title Agent the following:

6.3.1. Payment of the Purchase Price for disbursement to Seller at Closing in accordance with the terms of this Agreement;

Additionally, on or before the Closing Date, Buyer shall deliver or cause to be delivered to Title Agent in escrow pursuant to the Escrow Instructions, the following (in addition to any other instruments contemplated by this Agreement):

6.3.2. Assignment and Assumption Agreement in the form of **Exhibit E** attached hereto;

6.3.3. Buyer-Seller Closing Statement;

6.3.4. Assignment and Assumption of Vendor Contracts in the form attached hereto as **Exhibit I**;

6.3.5 If required pursuant to Section 7.3 hereinafter, Assignment and Assumption of Management Agreement in the form attached hereto as **Exhibit K**; and

6.3.6 Intentionally Deleted.

6.4. **Possession.** Possession of the Property shall be surrendered at the Closing, subject ~~to the Lease and~~ all other Acceptable Encumbrances.

7. **Certain Special Provisions Which Shall Survive Closing.** In addition to other provisions of this Agreement which by their terms survive the Closing of the purchase and sale, the following provisions shall also survive the Closing.

7.1. **Club Plan.** Buyer recognizes that the Property is subject to the Club Plan and the Rules and Regulations established pursuant thereto, as same may be amended from time to time. Buyer shall timely satisfy all terms, conditions, covenants and obligations under the Club Plan and all Rules and Regulations established pursuant thereto. To the extent allowed by law, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature, including, but not limited to, attorneys' fees before trial, during trial, and through all appellate proceedings, related to any breach by Buyer of this Section 7.1.

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7.2. Intentionally Deleted.

7.3. Employees. It is acknowledged and agreed that pursuant to the terms and provisions of the Management Agreement dated _____ as amended from time to time, by and between Seller and _____, (the "**Management Company**") for the management of the Property (the "**Current Management Agreement**"), all service personnel performing services on the Property are the employees of the Management Company and not Seller, and Seller has no obligation or liability for accrued, unpaid wages, salaries, benefits, vacation and other income items due to such employees, all of which are the responsibility of the Management Company. It is currently contemplated that Buyer and the Management Company will enter into a new management agreement prior to Closing which shall release Seller from all obligations and liabilities under the Current Management Agreement described above. If said new management agreement is not entered into between Buyer and the Management Company prior to Closing releasing Seller from all obligations and liabilities under the Current Management Agreement, then at Closing, Seller shall assign to Buyer and Buyer shall assume the Current Management Agreement pursuant to an assignment and assumption agreement which shall provide in part that the assignment is "As-Is, Where-Is" and without warranties.

7.4. Use of Name. Seller agrees that this conveyance includes all of Seller's right, title, and interest in and to the Aquabella Club Clubhouse name and logo with respect to the Clubhouse. Notwithstanding the foregoing, Buyer acknowledges and agrees that Seller shall have the right to use the Aquabella Club Clubhouse name and logo with respect to the Clubhouse in connection with the sale of residential dwellings within the Aquabella community or any other community in which Seller, or Seller's affiliates, is constructing and/or selling residential dwellings, including, without limitation, in all marketing and sales materials. Buyer shall execute any and all documentation reasonably required by Seller to evidence or confirm Seller's right to use Aquabella Club Clubhouse name and logo with respect to the Clubhouse as described herein.

8. Conditions Precedent:

8.1 Issuance of Special Assessment Bonds. Notwithstanding any provision contained in this Agreement to the contrary, the issuance of Special Assessment Bonds with an interest rate not to exceed seven and one-half percent (7.5%) to be amortized over thirty (30) years to fund the Purchase Price and related costs of issuance, and to levy the Special Assessments on lots associated within the Aquabella community necessary to secure the payment of the debt service on the Special Assessment Bonds shall be a condition of Seller's and Buyer's obligation to close this transaction ("Bond Contingency"). Buyer shall take all appropriate action and diligently pursue the issuance of the Special Assessment Bonds prior to Closing. Buyer shall have the right, in Buyer's sole discretion, to extend the Closing Date for two additional thirty (30) day periods for the purpose of Bond Contingency. If Buyer is not able to obtain the issuance of the Special Assessment Bonds prior to Closing, this Agreement shall be null and void, and neither Buyer nor Seller shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement.

8.2 Association's Waiver of Option to Purchase Clubhouse. The Buyer has received a Resolution from the Board of the Aquabella Homeowners Association, Inc. ("Association"), dated _____, 2024, which, among other things, states that the Board supports the sale of

the Club to the Centre-Two Lakes Community Development District. It shall be a condition of Buyer's obligation to close that such Resolution shall be in full force and effect as of the Closing.

8.3 General Release. The execution and delivery to Seller by the Association of that certain General Release in the form attached hereto as **Exhibit M** and made a part hereof and that such General Release shall be in full force and effect as of the Closing shall be a condition of Seller's obligation to close.

If such conditions precedent still have not been satisfied, through no fault of Buyer or Seller, or otherwise waived by Buyer and Seller as applicable, in whole or in part, on or prior to Closing, then this Agreement shall be terminated, whereupon the parties shall be released of all further obligations each to the other under this Agreement, except for any obligations which expressly survive termination of this Agreement.

9. Indemnification.

9.1 Seller Indemnification. Seller shall indemnify and save harmless Buyer against any and all filed claims, actions, damage or liability (including reasonable attorney's fees and costs) resulting from any personal injury and contractual liability claim respecting the Property relating to any matter that occurred prior to the Closing.

9.2 Buyer Indemnification. To the extent allowed by law (-and without waiving any of the provisions of Section 768.28, Florida Statutes), Buyer shall indemnify and save harmless Seller against any and all filed claims, actions, damage or liability (including reasonable attorney's fees and costs) resulting from any personal injury and contractual liability claim respecting the Property relating to any matter occurring on or subsequent to the Closing.

9.3 Survival. This Section shall survive Closing.

10. Warranties and Representations.

10.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) this Agreement has been duly executed and delivered by Buyer; (c) the execution of this Agreement and the Closing to occur hereunder does not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; and (d) Buyer is purchasing the Property for the continued operation of the Clubhouse.

10.1.1 Clubhouse Reserves. Buyer acknowledges and agrees that Seller has not collected reserves (as described in Section 8.5 of the Club Plan) for the Clubhouse ("**Reserves**"). Buyer further acknowledges and agrees that: (i) any and all expenses and/or costs associated with the repair, replacement and/or maintenance of any structural, mechanical, electrical or other component of the Clubhouse shall be the sole responsibility of Buyer (as Club Owner); (ii) such costs and expenses may be required to be billed to the Members (as defined in the Club Plan) from time to time to the extent funds are not available but are necessary for the repair, replacement and/or maintenance of such items; and (iii) Seller shall not in any way be responsible for any such repair, replacement and/or maintenance expenses or costs.

10.2 Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a limited liability company duly organized and in good standing under the laws of the State of Florida; (c) subject to Section ~~2049~~ hereof, all requisite company action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Seller; and (e) Seller is the sole owner of the Land and Improvements and is the only Club Owner under the Club Plan.

10.3 Delinquent Club Dues. Buyer acknowledges and agrees that delinquent Club Dues currently exist. As described in Section 4.3.10 hereinabove, Seller shall retain and be entitled to pursue the collection of all Club Dues that are delinquent as of the Closing Date as part of the Accounts Receivable. Buyer further acknowledges and agrees that Club Dues in general may from time to time become delinquent following the Closing Date and that there may be uncollectible debt resulting from delinquent Club Dues.

10.4 Survival. The provisions of this Section 10 shall survive the Closing.

11. Assignment. The nature of Buyer's composition as a governmental entity constitutes a benefit to the residents of Aquabella and a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may not be unreasonably withheld.

12. Brokerage. Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Buyer has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commission being due and payable to any other party with respect to this transaction. Each party hereby agrees, to the extent allowed by law, to indemnify, protect, defend (with counsel approved by the party to be indemnified) and to hold the other party harmless from any loss, liability, damage, costs, or expense (including, but not limited to, reasonable attorneys' fees at trial and all appellate levels) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Section ~~124~~ shall survive the Closing and termination of this Agreement.

13. Default.

13.1 Buyer's Default. If this transaction shall not be closed because of a default by Buyer, Seller shall have any and all legal remedies available at law or in equity including, without limitation, the right to sue Buyer for specific performance; provided, however, such specific performance remedy shall be available to Seller only upon Seller's full satisfaction of each

of Seller's obligations under this Agreement. Any such lawsuit pursuant to this Section 13.1 must be filed by Seller within ninety (90) days of the alleged default by Buyer and the expiration of the cure period described in Section 13.4 hereof. In the event of default by Buyer, Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof. If, after Closing, Buyer shall default in any obligations of Buyer contained herein that have expressly survived the Closing, Seller shall be entitled to all remedies available at law or in equity.

13.2 Seller's Default. If this transaction shall not be closed because of a default by Seller, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof; and Buyer, as its sole remedy hereunder, shall have the right to sue for specific performance of this Agreement; provided, however, such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement. Any such lawsuit pursuant to this Section 13.2 must be filed by Buyer within ninety (90) days of the alleged default by Seller and the expiration of the cure period described in Section 13.4 hereof. In no event shall Buyer be entitled to any monetary damages and the remedy set forth herein shall be Buyer's sole and exclusive remedy. Notwithstanding the foregoing, in the event the remedy of specific performance is not available to Buyer as a result of the intentional actions of Seller, Buyer may seek its actual damages incurred up to an amount not to exceed \$50,000.

13.3 No Obligations after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property pursuant to this Agreement which survive Closing, except as specifically set forth herein. Seller expressly acknowledges and agrees that Buyer has no obligations to Seller except those which expressly survive Closing. The provisions of this Section shall survive the Closing.

13.4 Notice of Default. No default shall occur hereunder until notice thereof is given to the defaulting party by the other party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default; provided, however, in no event shall such notice requirement and cure period apply to the failure of a party to close this transaction on the Closing Date.

13.5 Third-Party Purchaser. Buyer hereby expressly acknowledges and agrees that time is of the essence with respect to all Buyer's commitments and time periods contained in this Agreement and that in the event that Buyer is late or in default with respect to any such time periods, deadlines or commitments, and/or if Buyer is unable to close on the Property on or prior to the Closing Date, then in addition to all rights Seller has in the event of a Buyer default, if applicable, Seller shall have the immediate and unilateral right, but not the obligation, to terminate this Agreement and sell the Property to a third party subject to the rights of the Association as set forth in the Declaration for Aquabella, recorded in Official Records Book 30737, Page 2015 of the Public Records of Miami-Dade County, as amended- (the "**Declaration**"). If Seller closes on the sale of the Property to a third-party purchaser, then such third party shall have all rights available to Club Owner under the Club Plan, together with any and all other rights of Seller which Seller may elect to convey to said third-party purchaser.

14. No Joint Venture. Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's ownership or operation of the Property, and that Seller bears and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and operation of the Property. Therefore, to the extent allowed by law (without waving any of the provisions of Section 768.28, Florida Statutes), and except as otherwise provided in this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including reasonable attorneys' fees, related to or arising out of any claims against Seller as a result of Buyer's ownership or operation of the Property following the Closing. The provisions of this Section 14 shall survive the Closing.

15. Miscellaneous.

15.1 Risk of Loss. Seller agrees to give Buyer prompt notice of any casualty affecting the Property or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property, prior to Closing.

15.1.1 If before Closing, there shall occur:

(a) ~~15.1.1~~—damage to any portion of the Property caused by casualty which would cost an amount equal to or greater than ~~five-two and one-half~~ percent (2.5%) of the Purchase Price of the Property to repair; or

(b) ~~15.1.2~~—the taking or condemnation of all or any portion of the Property which would interfere with the intended use of the Property;

then, in such event, Buyer shall have the right to terminate this Agreement by written notice thereof delivered to Seller within ~~ten-twenty~~ (2010) days after Buyer has received written notice from Seller, ~~or otherwise learns of that event~~ or at the Closing accept all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage. If Buyer elects to terminate this Agreement, neither party shall have any further obligations under this Agreement except that Buyer shall remain liable for the obligations contained in Sections 3.4 and 3.5 hereof. If Buyer does not so timely elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

15.1.2. If before Closing there occurs:

(a) damage to the Property caused by casualty which would cost less than ~~five-two and one-half~~ percent (2.5%) of the Purchase Price to repair; or

(b) the taking or condemnation of a portion of the Property which would not interfere with the intended use of the Property;

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then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

15.1.3 Notwithstanding anything to the contrary contained herein, if there is a casualty affecting all or any portion of the Property that results in a difference between the reasonably estimated cost of repairing such damage and the insurance proceeds received or payable in respect thereto (net of any applicable deductible) (such difference being referred to herein as an "Underinsured Loss"), Seller shall give Purchaser a credit against the Purchase Price at Closing in an amount equal to the Underinsured Loss.

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15.1.4 Seller shall at all times maintain insurance on the property until Closing, as follows:

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15.2 Construction of Agreement. The terms "Seller" and "Buyer" whenever used in this Agreement shall include the successors and permitted assigns of the respective parties hereto, provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The term "attorney's fees" wherever used in this Agreement shall include, without limitation, attorney's fees, paralegal fees and paraprofessional fees. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

15.3 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but all of which will constitute the same agreement. A facsimile signature of this Agreement or a signature of this Agreement set forth in a PDF file or other electronic format shall be deemed to be an original and shall bind the signing party(ies).

15.4 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.

15.5 Governing Law. This Agreement is being executed and delivered, and is

intended to be performed, in the State of Florida. The laws of the State of Florida (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

15.6 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions or agreements contemplated hereby.

15.7 Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

15.8 Acknowledgement and Waiver. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY AND CONSEQUENCES OF THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND RECEIVED LEGAL ADVICE REGARDING THIS AGREEMENT OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH LEGAL ADVICE. SELLER IS RELYING ON BUYER CONFIRMING IN ADVANCE OF EXECUTING THIS AGREEMENT THAT THE RECORDED CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING BUYER FROM TAKING THE POSITION THAT ANY PROVISION OF THE RECORDED CLUB PLAN IS INVALID IN ANY RESPECT. THIS ACKNOWLEDGEMENT AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

15.9 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by telecopier or electronic mail, upon electronic or telephonic confirmation of receipt by sender; or (c) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER: Two Lakes Lennar, LLC
5505 ~~Blue Lagoon~~ Waterford District Drive
5th. Floor
Miami, FL 33126
Attn: Teresa Baluja
Facsimile No. (305) 228-8383
Email: teresa.baluja@lennar.com

WITH A COPY TO: Jonathan Marcus, Esq.
Holland & Knight
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, Florida 33301
Phone No.: (954) 525-1000
Fax No.: (954) 463-2030
Email: jon.marcus@hklaw.com

TO BUYER: Two Lakes Community Development District
c/o Governmental Management Services
5385 N. Nob Hill Rd.
Sunrise, FL 33351
Phone: (954) 721-8681
Fax No.: (954) 721-9202
Attn: Luis Hernandez
Email: lhernandez@gmssf.com

WITH A COPY TO: ~~Dennis Lyles~~ Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
~~SunTrust Center — Sixth Floor~~
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Phone No.: (954) 764-7150
Facsimile No.: (954) 764-7279
Email: ~~gknight@bclmr.com~~ mpawelczyk@bclmr.com

15.10 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

15.11 Recording. This Agreement shall not be recorded, and Buyer agrees that recording same constitutes a default by Buyer.

15.12 Exhibits. The Exhibits which are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

15.13 Time of the Essence. It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

15.14 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

15.15 Limitation on Liability.

15.15.1 Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, shareholders or other principals and representatives of Seller or Seller's affiliates. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Seller's present and future officers, directors, agents, employees, attorneys, shareholders or other principals and representatives and their respective heirs, successors and assigns.

15.15.2 Seller expressly agrees that the obligations and liabilities of Buyer under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, or other principals and representatives of Buyer or Buyer's affiliates. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Buyer's present and future officers, directors, agents, employees, attorneys, or other principals and representatives and their respective heirs, successors and assigns.

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16. Obligations of Buyer. The obligations of the Buyer set forth in this Agreement are not general obligations or general indebtedness of the Buyer within the meaning of the Constitution and laws of the State of Florida and do not constitute a pledge of the full faith and credit of the Buyer and shall not create a lien on any property of the Buyer.

17. Waiver of Default. Upon Closing, Buyer shall be deemed to have waived any and all defaults, claims or other liabilities of, or against, Seller related to this Agreement accruing at the time of or prior to Closing, except as otherwise provided in this Agreement.

18. Attorneys' Fees. In any litigation or other proceedings brought or maintained pursuant to, or arising out of, the terms of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party attorneys' fees and costs, including, without limitation, at all appellate levels and in any bankruptcy proceeding. This provision shall survive Closing or termination of this Agreement.

19. Energy Efficiency Disclosure. In accordance with the provisions of Section 553.996, Florida Statutes, Buyer is advised that Buyer may have the energy-efficiency rating of the buildings located on the Land determined.

20. Seller's CIC Approval.

20.1 Notwithstanding any provision contained in this Agreement to the contrary, Seller's obligations under this Agreement are contingent upon Seller's receipt of the written approval of the Corporate Investment Committee of Lennar Corporation prior to the Closing Date ("CIC Approval"). In the event Seller fails to deliver to Buyer written notice of such approval of said Corporate Investment Committee prior to the Closing Date, this Agreement shall be null and void, and neither Seller nor Buyer shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition shall be implied, but shall be expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation, specifically waiving such condition.

20.2 Notwithstanding any provision contained in this Agreement to the contrary, in the event this Agreement is terminated due to Seller's failure to deliver to Buyer written notice of CIC Approval, Seller shall reimburse Buyer for Buyer's fees and costs related to this Agreement, including but not limited to fees and costs related to property inspections, Due Diligence Reports, environmental assessments, surveys, Title Commitment, and attorney's fees and costs. This provision shall specifically survive termination of this Agreement.

21. Use of Club Following Closing. Seller hereby agrees that notwithstanding Section of the Declaration, Seller, as Developer thereunder, shall not -exercise any of the rights provided to it in such Sections on any of the Property that is the subject of this Agreement following Closing except as may be otherwise agreed upon by the parties. This provision shall specifically survive Closing.

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22. Maintenance of Property. Seller shall maintain the Property, including without limitation the lawn, shrubbery, and landscaping and the Personal Property in the condition existing on the Effective Date until the Closing Date, except for ordinary wear and tear.

23. Waiver of Trial by Jury. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR

SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THE PROVISION OF THIS SECTION SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, each on the date set forth below.

WITNESSES:

SELLER:

TWO LAKES LENNAR, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2024

BUYER:

**TWO LAKES COMMUNITY DEVELOPMENT
DISTRICT**, a unit of special purpose local government
established pursuant to Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2024

SCHEDULE OF EXHIBITS

- A - Legal Description of Land
- B - Form of Deed
- C - Form of Seller's Affidavit
- D - Form of Bill of Sale
- E - Form of Assignment and Assumption Agreement
- F - Inventory
- G - Form of Public Disclosure Affidavit
- H - Form of Non-Foreign Certificate
- I - Form of Assignment and Assumption of Vendor Contracts
- J - Intentionally Deleted
- K - Form of Assignment and Assumption of Management Agreement
- L - Intentionally Deleted
- M - Form of General Release

EXHIBIT A
LEGAL DESCRIPTION OF LAND

EXHIBIT B

This Instrument Prepared by:

Michael Pawelczyk, Esq.
Billing, Cochran, ~~et al~~ Lyles, Mauro &
Ramsey, P.A.
515 East Las Olas Blvd., ~~Sixth Floor~~ Suite 600
Fort Lauderdale, FL 33301

Grantee's Tax Identification No.:

Property Appraiser's Folio No.:

A portion of :

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the ____ day of _____, 2024, from **TWO LAKES LENNAR, LLC**, a Florida limited liability company, with an address at 5505 ~~Blue Lagoon~~ Waterford District Drive, 5th- Floor, Miami, FL 33126 ("**Grantor**"), to ~~CENTRE~~ **TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an address at c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Rd., Sunrise, FL 33351 ("**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents do grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor have or may have in and to the following described real property (the "**Property**") located and situate in the County of Miami-Dade and State of Florida, to wit:

Subject To: Covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2024 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

Grantor represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

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TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Print Name: _____

Witness Address: _____

Print Name: _____

Witness Address _____

GRANTOR:

**TWO LAKES LENNAR, LLC,
a Florida limited liability company**

By: _____

Print Name: _____

Title _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this _____ day of _____, 2024 by _____, as _____ of TWO LAKES LENNAR, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT C

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared _____
 (“**Affiant**”), who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is a _____ of TWO LAKES LENNAR, LLC, a Florida limited liability company, (“**Seller**”), and has been authorized by Seller to make this Affidavit on Seller’s behalf.

Seller is the owner of those premises legally described as follows (the “**Property**”):

There is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property, except for matters of record.

The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 2024 and subsequent years, which are not yet due and payable, and (ii) easements, restrictions, or other title matters of record, or listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction.

Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.

There are no construction, materialmens’, or laborers’ liens against the Property.

There are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.

There are no existing contracts for sale affecting the Property except for the contract between Seller and Buyer.

Seller has received no written warning, notices, notice of violation, administrative complaints, judicial complaints or other formal written notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

This affidavit is (i) made for the purpose of inducing Two Lakes Community Development District, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (the “**Buyer**”) to purchase the Property, (ii) for the purpose of inducing CalAtlantic National Title Solutions, as agent for First American Title Insurance Company to issue a policy of title insurance in

connection with this transaction and to disburse funds in reliance on the title commitment, and (iii) made under penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

WITNESSES:

AFFIANT:

TWO LAKES LENNAR, LLC, a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2024

STATE OF FLORIDA)

) SS.:

COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of X physical presence or _____ online notarization, this _____ day of _____, 2024, by _____, as _____ of TWO LAKES LENNAR, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT D

BILL OF SALE

TWO LAKES LENNAR, LLC, a Florida limited liability company ("**Seller**"), for the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States, paid by TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (the "**Buyer**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** and located on the property described on **Exhibit B**.

TO HAVE AND TO HOLD the same unto the Buyer forever. Wherever used herein the term "**Seller**" and "**Buyer**" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and any successors and assigns of the parties hereto.

AND Seller covenants that Seller is the lawful owner of the goods and chattels; that they are free from all liens and/or encumbrances; and Seller will warrant and defend the title of such goods and chattels against the lawful claims and demands of all persons claiming by, through, or under Seller, but none other. The conveyances hereunder are on an "as-is", "where-is" basis and shall be subject to all matters of record.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the _____ day of _____, 2024.

WITNESSES:

SELLER:

TWO LAKES LENNAR, LLC,- a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2024

STATE OF FLORIDA)

_____) SS.:

The foregoing instrument was acknowledged before me by means of X physical presence or

_____ online notarization, this _____ day of _____, 2024, by _____, as _____

_____ of TWO LAKES LENNAR, LLC, a Florida limited liability company, on behalf of the company who is personally known to me or who produced _____

the company, who is personally known to me or who produced _____ as
identification

Identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT E

This Instrument Prepared by:



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is executed by and between TWO LAKES LENNAR, LLC, a Florida limited liability company (“**Seller**”), and TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (“**Buyer**”).

RECITALS:

A. Pursuant to the Agreement for Sale and Purchase (Aquabella Club Clubhouse), executed by Seller and Buyer as of the ____ day of _____, 2024 (“**Purchase Agreement**”), Seller shall assign and Buyer shall assume the Club Plan (as defined in the Purchase Agreement).

B. Seller is the owner of the following described real property located in Miami-Dade County, Florida (“**Property**”):

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. **Assignment.** Seller hereby assigns to Buyer all of its rights in and under the Club Plan to Buyer, on an “As-Is”, “Where-Is” basis. Seller shall have no further rights with respect to the Club Plan, except as may be otherwise provided in the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. By way of example, and not limitation, from and after this date, Buyer shall be Club Owner under the Club Plan and Seller shall have no rights under the Club Plan, except as may be otherwise provided in the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. Notwithstanding anything set forth in this Agreement to the contrary, Buyer acknowledges and agrees that the Accounts Receivable (as defined in the Purchase Agreement) are being retained by Seller and are not included in the rights being assigned to Buyer pursuant to the terms hereof.

3. Assumption. Buyer hereby assumes all of the obligations and rights of Seller as Club Owner under the Club Plan, subject to the terms hereof.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the ____ day of _____, 2024.

WITNESSES:

**TWO LAKES LENNAR, LLC, a Florida
limited liability company**

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2024

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this ____ day of _____, 2024, by _____, as _____ of TWO LAKES LENNAR, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC

WITNESSES:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**, a unit of
special purpose local government established
pursuant to Chapter 190, Florida Statutes.

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

[SEAL]

STATE OF FLORIDA)

) SS.:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of X physical presence or _____
online notarization, this _____ day of _____, 2024, by _____ as
_____ of Two Lakes Community Development District, a unit of special purpose local
government established pursuant to Chapter 190, Florida Statutes, on behalf of the District, who is
personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT F
INVENTORY

CLUBHOUSE 1 Main Club Inventory

Room/Area	Description	Quantity
Lobby	Large Painting	5
Lobby	Ceiling Lamp	3
Lobby	TV	1
Lobby	Wooden Table	2
Lobby	Small Painting	3
Lobby	Large Rectangular glass door	5
Lobby	Brown Striped fabric Curtain	9
Lobby	Fire extinguishers	1
Lobby	TV stand	1
Lobby	Large Orchid Décor (center table)	1
Lobby	white geometric shape	2
Lobby	chairs (front desk)	2
Lobby	decorative Chairs	6
Lobby	Keyboard and mouse	3 each
Lobby	rugs	3
Lobby	Janitor Room	1
Lobby	Storage	1
Lobby	decorative plant	9
Lobby	Telephone	2
Lobby	sofa	1
Lobby	decorative table	2
Lobby	Computer monitor	4
Lobby	copy machine and HP printer	1
Lobby	sofa pillows	6
Lobby	Trash can	1
Lobby	Windows	8
Lobby	Lights-Lights Trim	20
Lobby	video cam	3
Lobby	exit sign	1

Room/Area	Description	Quantity
Ballroom	Plants	5
Ballroom	Large Bamboo Pots	4
Ballroom	TV	1
Ballroom	Picture frame	3
Ballroom	Large Rectangular glass door	3
Ballroom	Brown Striped fabric Curtain	7
Ballroom	windows	7
Ballroom	storage	1
Ballroom	Fire extinguishers	1

Room/Area	Description	Quantity
PM Office	Phones	1
PM Office	Copy Machine	1
PM Office	Chairs	1
PM Office	picture frame	2
PM Office	Large L-Shaped desk w/ drawers	1
PM Office	Small desk w/ Drawers	1
PM Office	Trash	1
PM Office	small storage	1
PM Office	decorative plant	1
PM Office	door	1
PM Office	Windows	3

Room/Area	Description	Quantity
Kitchen	Trash Can	1
Kitchen	Paintings	2
Kitchen	Fridge	1
Kitchen	Dishwasher	1
Kitchen	Microwave	1
Kitchen	cabinets	23

Room/Area	Description	Quantity
Hallway	Large Square Paintings	7
Hallway	Large Rectangle Painting	4
Hallway	Medium Rectangular door mat	1
Hallway	Gym lights trim	8

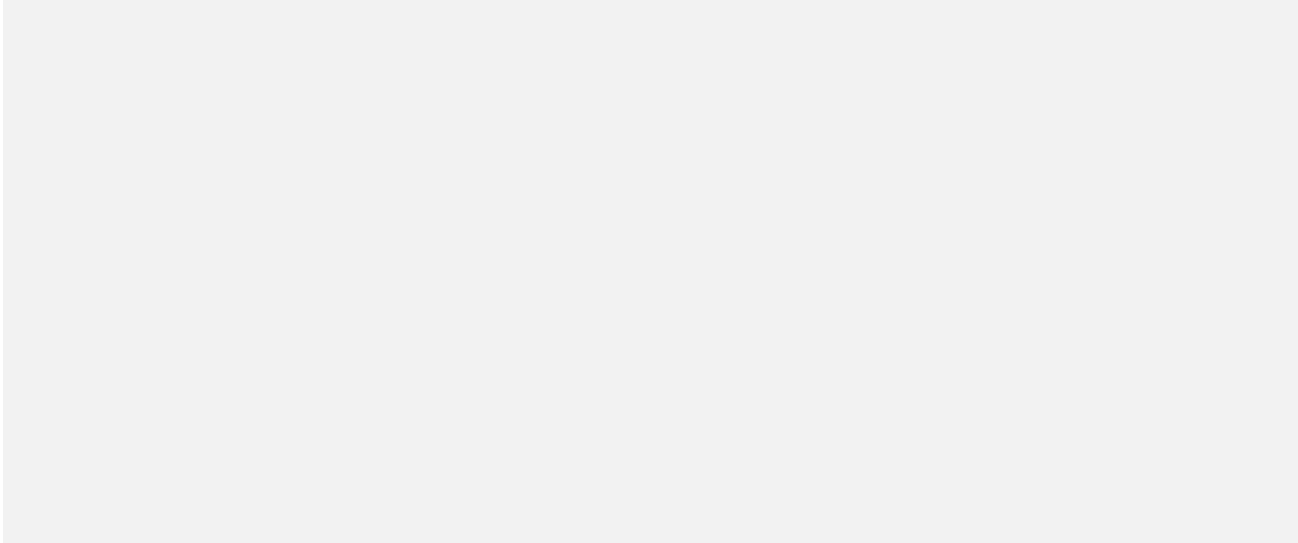
Playroom	Description	Quantity
Playroom	TV and control	1 each
Playroom	windows	5
Playroom	Glass Door	1
Playroom	Sign Playroom rules	1
Playroom	children's table with 4 chairs	4
Playroom	gosport	1
Playroom	Toy's	1
Playroom	Lights Lights Trim	4

Room/Area	Description	Quantity	Description	Quantity	Description	Quantity	Description	Quantity	Description	Quantity
Gym	Treadmill	2								
Gym	Bicycle	2								
Gym	Elliptical	2								
Gym	Lifting Bench	1								
Gym	Full Body Machine	1								
Gym	Hand Sanitizer	1								
Gym	TV	1								
Gym	Trash Can	1								
Gym	Wipes dispenser	1								
Gym	Pinset Center Rule	1								
Gym	Water fountain	2								
Gym	Ceiling Fan	2								
Gym	Women Bathroom	1	Trash	2	sinks	1	lockers			
Gym	Men Bathroom	1	Trash	3	sinks	3	lockers	1	urns	
Gym	chambell set	20								
Gym	Mirrors	6								
Gym	Lights trim	9								
Gym	storage	1								
Gym	doors	3								
Gym	rectangular bay windows	7								
Gym	video cam	1								

Room/Area	Description	Quantity
Outside Mens	Trash Can	1
Outside Mens	Urinals	1
OutsideMens	lights lights trim	1
OutsideMens	emergency light light	1
Outside Womens	Trash Can	1
Outside Womens	Baby Changing Station	1
Outside Womens	lights lights trim	1
Outside Womens	emergency light light	1
Inside Mens	Urinals	4
Inside Mens	Trash	2
Inside Mens	Large Bathroom Stall	2
Inside Mens	Small garbage can	2
Inside Mens	Baby Changing Station	2
Inside Mens	lights lights trim	11
Inside Mens	emergency light light	2
Inside Womens	Small Stalls	3
Inside Womens	Large Stall	2
Inside Womens	Trash	2
Inside Womens	Small Garbage can	4
Inside Womens	Baby Changing Station	2
Inside Womens	lights lights trim	10
Inside Womens	emergency light light	2

Room/Area	Description	Quantity	Description	Quantity	Description	Quantity
Covered Terrece	Ceiling Fan	6				
Covered Terrece	Trash Cans	4				
Covered Terrece	tables	2	chairs	8		
Covered Terrece	large couch	2				
Covered Terrece	Pillows	20				
Covered Terrece	center table	5				
Covered Terrece	small couch	6				
Covered Terrece	sign exit	1				
Covered Terrace	Medium couch	7				
Kiddie Area	Pool beds	10				
Kiddie Area	square table w/ umbrella	2	Tables	3 chairs each		
Kiddie Area	Trash Can	1				
Kiddie Area	Pool Rule Sign	2	1 "No diving sign"	0	No running Sign	2
Kiddie Area	Shower	1				
Kiddie Area	Machine room	1				
Kiddie Area	video cam	2				
Kiddie Area	umbrella	6				
Pool Area	Pool beds	55				
Pool Area	Umbrellas	18				
Pool Area	Shower	1				
Pool Area	Life Saver	2				
Pool Area	Pool Rules	3	No Diving Sign	3	No running running Sign	2
Pool Area	Pergola	1				
Pool Area	Trash cans	5				

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Pool Area	chairs	14
Pool Area	Machine room	1
Pool Area	Storage	1
Pool Area	Machine room (-air Conditioning)	1
Pool Area	exit sign	2
Pool Area	Center tables	23
Pool Area	video cam	1
Spa area	Spa rules	1
Spa area	video cam	1

Second Clubhouse 2 Inventory

Room/Area	Description	Quantity
Lobby	Large Painting	7
Lobby	Ceiling Lamp	4
Lobby	Large Rectangular Glass Door	1
Lobby	Striped Fabric Curtain	8
Lobby	Fire extinguishers	2
Lobby	TV stand	3
Lobby	Desk / Drawers	2
Lobby	Large chair / Small Chair	3
Lobby	Large chair (front desk)	1
Lobby	Decorative Chairs	2
Lobby	Keyboard and mouse	2
Lobby	Rugs	3
Lobby	Decorative Plants	5
Lobby	Telephone	1
Lobby	Long couch	2
Lobby	Decorative table	4
Lobby	Computer monitor	4
Lobby	Copy machine and HP printer	1
Lobby	Sofa pillows	8
Lobby	Trash Cans	12
Lobby	Sign (Names, regulations and Capacity)	11
Lobby	TV	3
Lobby	Mirrors	6
Lobby	Video Cameras	9
Lobby	Exit sign with Lights (CeilingCeiling)	3
Lobby	Exit sign	5
Swimming Pool	Signs (Names - Regulations)	12
Swimming Pool	Exit Sign (Large)	2
Swimming Pool	Lounge Chairs Single	50
Swimming Pool	Lounge Chairs Double	6
Swimming Pool	Lounge Chairs Small-Black	10
Swimming Pool	Umbrellas Single + Base	13
Swimming Pool	Cup Holder Tables	22
Swimming Pool	Table Set Tall (Tall Tables 2/ Tall Chairs 6)	2
Swimming Pool	Trash Can + Container Box	7
Swimming Pool	Table Sets (Umbrellas 8/ Tables 8/ Chairs 32)	8
Terrace	Table Set (Table 1 / Double Couch 1)	1
Terrace	Table Set (Table 1 / Single Chair 1)	1
Terrace	Chair Stalls (Triple Stall 1 / Double Stall 1)	5

Room/Area	Description	Quantity	Description	Quantity	Description	Quantity
Ballroom	Sofa	2				
Ballroom	Rectangle table	2	Metal geometric shape	2		
Ballroom	Large Rectangle rug	1				
Ballroom	Plants	3				
Ballroom	Large Bamboo Pots	2				
Ballroom	Glass TV table	1	Metal Decorative Leaf	1	Metal Decorative vase	2
Ballroom	TV	1				
Ballroom	Picture frame	4				
Ballroom	Large Rectangular glass door	1				
Ballroom	Brown Striped fabric Curtain	3				
Ballroom	windows	6				
Ballroom	storage	3				
Ballroom	Fire extinters extinguisher	1				

Room/Area	Description	Quantity
PM Office	Phones	1
PM Office	Copy Machine	1
PM Office	Chairs	2
PM Office	Computer Monitor	2
PM Office	Keyboard and mouse	1 EACH
PM Office	picture frame	2
PM Office	Bulletin Board	1
PM Office	Large L-Shaped desk w/ drawers	1
PM Office	Small desk w/ Drawers	1
PM Office	Trash	1
PM Office	small storage	1
PM Office	decorative plant	1
PM Office	door	1
PM Office	curtain	1
PM Office	Windows	1

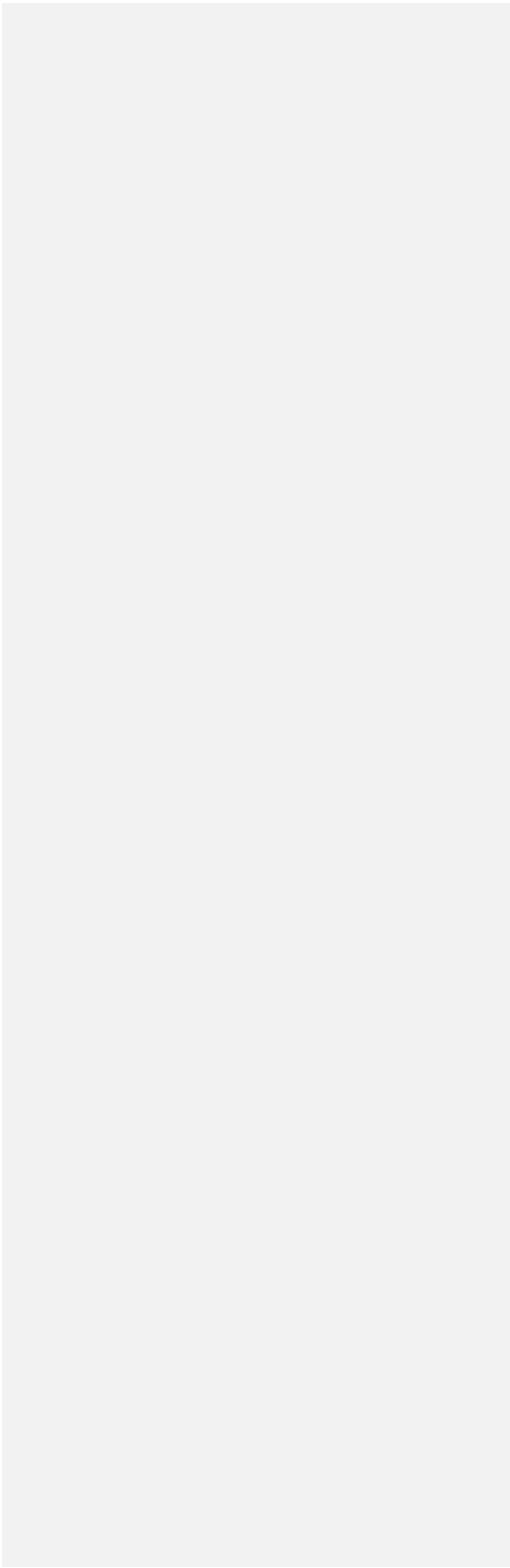
Room/Area	Description	Quantity
Kitchen	Trash Can	2
Kitchen	Paintings	0
Kitchen	Fridge	1
Kitchen	Large Flower Décor	0
Kitchen	Dishwasher	1
Kitchen	Small fridge	1
Kitchen	Coffee Machine	0
Kitchen	Microwave	1
Kitchen	cabinets	

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Room/Area	Description	Quantity
Hallway	Large Square Paintings	1
Hallway	Metal Wall Décor	0
Hallway	Large Rectangle Painting	1
Hallway	Small Painting	2
Hallway	Medium Rectangular door mat	1
Hallway	Rug	1
Hallway	Gym lights trim	4

Playroom	Description	Quantity
Playroom	TV and control	1 each
Playroom	windows	5
Playroom	Glass Door	1
Playroom	Curtain	2
Playroom	Hockey table	1
Playroom	football table	1

	Playroom	Sign Playroom rules	1
	Playroom	small Puff Puff	1
	Playroom	Medium chairs	4
	Playroom	Board	1
	Playroom	Toy organizer baskets	15
	Playroom	Toy shelf	1
	Playroom	children's table with 3 chairs	3
	Playroom	gosport	1
	Playroom	Trash can	1
	Playroom	Toy's	14
	Playroom	Lights Lights Trim	5



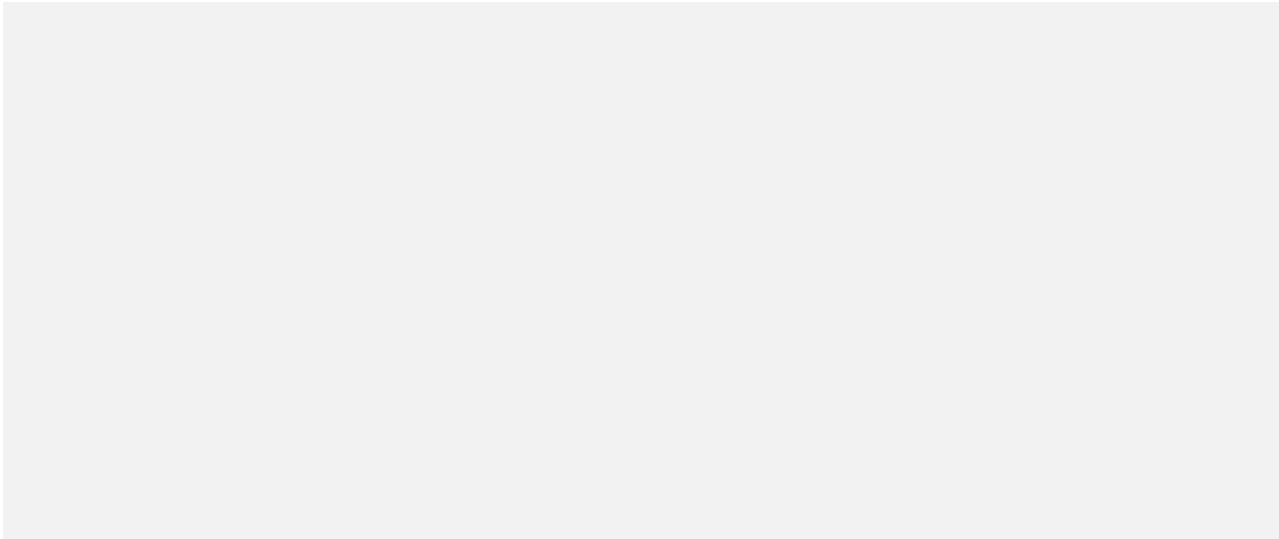
Room/Area	Description	Quantity
Outside Mens	Trash Can	1
Outside Mens	Urinals	1
OutsideMens	lights trim	2
OutsideMens	emergency light	1
Outside Womens	Trash Can	1
Outside Womens	Baby Changing Station	1
Outside Womens	lights trim	2
Outside Womens	emergency light	1
Inside Mens	Urinals	2
Inside Mens	Trash	1
Inside Mens	Large Bathroom Stall	1
Inside Mens	Small garbage can	1
Inside Mens	Baby Changing Station	1
Inside Mens	lights trim	5
Inside Mens	emergency light	1
Inside Womens	Small Stalls	3
Inside Womens	Large Stall	1
Inside Womens	Trash	1
Inside Womens	Small Garbage can	3
Inside Womens	Baby Changing Station	1
Inside Womens	lights trim	1
Inside Womens	emergency light	1

Room/Area	Description	Quantity	Description	Quantity	Description	Quantity	Description	Quantity
Covered								
TerreseeTerrace	Ceiling Fan	2						
Covered								
TerreseeTerrace	Trash Cans	2						
Covered								
TerreseeTerrace	tables	6	chairs	24				
Covered								
TerreseeTerrace	Ping Pong table	1						
Covered								
TerreseeTerrace	rugs	2						
Covered								
TerreseeTerrace	Couch	3						
Covered								
TerreseeTerrace	Pillows	12						
Covered								
TerreseeTerrace	center table	3						
Covered								
TerreseeTerrace	seats	2						
Covered								
TerreseeTerrace	sign exit	8						
Kiddie Area	Pool beds	6						
Kiddie Area	square table w/ umbrella	1	Chairs	4 each				
Kiddie Area	Trash Can	1						
Kiddie Area	Pool Rule Sign	2	No Diving Sign	2	No runing Sign	2		
Kiddie Area	Shower	1						
Kiddie Area	Machine room	1						
Kiddie Area	video cam era	1						
Kiddie Area	umbrella	1						
Kiddie Area	center table	1						
Pool Area	Pool beds	13						
Pool Area	Umbrellas	12						
Pool Area	Shower	1						
Pool Area	Life Saver	2						
Pool Area	Pool Rules	2	No Diving Sign	2	No runing Sign	2		
Pool Area	Pergola	1						
Pool Area	Trash cans	4						
Pool Area	chairs	14						
Pool Area	Machine room	1						
Pool Area	Storage	1						
Pool Area	Machine room (-air Conditioning)	1						
Pool Area	exit sign	2						
Pool Area	Center tables	23						
Pool Area	video cam era	1						

	Spa area	cabanas	3	beds and pillows	9 each	tables	3	sign for use	1
	Spa area	Pergola	1	video camera			1		
	Spa area	Spa rules	1						
	Spa area	video camera	1						

Room/Area	Description	Quantity	Quantity
Lobby	Large Painting	1	
Lobby	Ceiling Lamp	1 TV	1
Lobby	wood Table	1 Large Orchid Décor (center table)	1
Lobby	Wooden Table	1 wood geometric shape	2
Lobby	Small Painting	2	
Lobby	Large Rectangular glass door	6	
Lobby	Brown Striped fabric Curtain	3	
Lobby	Fire extintors	2	
Lobby	TV stand	1	
Lobby	Large L-Shaped desk w/ drawers	1	
Lobby	filing table	2	
Lobby	chairs (front desk)	2	
Lobby	decorative Chairs	4	
Lobby	Keyboard and mouse	2 each	
Lobby	rugs	4	
Lobby	AT&T room	1	
Lobby	Janitor Room	1	
Lobby	Storage	1	
Lobby	decorative plant	1	
Lobby	Telephone	2	
Lobby	sofa	1	
Lobby	long couch	1	
Lobby	decorative table	2	
Lobby	Computer monitor	3	
Lobby	copy machine and HP printer	1	
Lobby	sofa pillows	6	
Lobby	Hand Sanitizer stand	1	
Lobby	trash	2	
Lobby	decorative Satori sign	1	
Lobby	Windows	7	
Lobby	Lights Trim	20	
Lobby	smoke detector	2	
Lobby	video cam	1	
Lobby	exit sign	2	

Room/Area	Description	Quantity
PM Office	Phones	1
PM Office	Copy Machine	1
PM Office	Chairs	2
PM Office	Computer Monitor	2
PM Office	Keyboard and mouse	1 EACH
PM Office	picture frame	2
PM Office	Bulletin Board	1
PM Office	Large L-Shaped desk w/ drawers	1
PM Office	Small desk w/ Drawers	1
PM Office	Trash	1
PM Office	small storage	1
PM Office	decorative plant	1
PM Office	door	1
PM Office	curtain	1
PM Office	Windows	1



Room/Area	Description	Quantity
Kitchen	Trash Can	2
Kitchen	Paintings	0
Kitchen	Fridge	1
Kitchen	Large Flower Décor	0
Kitchen	Dishwasher	1
Kitchen	Small Fridge	1
Kitchen	Coffee Machine	0
Kitchen	Microwave	1
Kitchen	Cabinets	1

Playroom	Description	Quantity	Description	Quantity
Playroom	TV and control	1 each		
Playroom	windows	5		
Playroom	Glass Door	1		
Playroom	Curtain	2		
Playroom	Hocky table	1		
Playroom	football table	1		
Playroom	Sign Playroom rules	1		
Playroom	small Puf	1		
Playroom	Medium chairs	4		
Playroom	Board	1		
Playroom	Toy organizer baskets	15		
Playroom	Toy shelf	1		
Playroom	children's table with 3 chairs	3		
Playroom	gosport	1		
Playroom	Trash can	1		
Playroom	Toy's	14		
Playroom	Lighis Trim	5		

[illegible]

Room/Area	Description	Quantity
Outside Mens	Trash Can	1
Outside Mens	Urinals	1
Outside Mens	ligths trim	2
Outside Mens	emergency lighth	1
Outside Womens	Trash Can	1
Outside Womens	Baby Changing Station	1
Outside Womens	ligths trim	2
Outside Womens	emergency lighth	1
Inside Mens	Urinals	2
Inside Mens	Trash	1
Inside Mens	Large Bathroom Stall	1
Inside Mens	Small garbage can	1
Inside Mens	Baby Changing Station	1
Inside Mens	ligths trim	5
Inside Mens	emergency lighth	1
Inside Womens	Small Stalls	3
Inside Womens	Large Stall	1
Inside Womens	Trash	1
Inside Womens	Small Garbage can	3
Inside Womens	Baby Changing Station	1
Inside Womens	ligths trim	1
Inside Womens	emergency lighth	1

Pool Area	Machine room	1			
Pool Area	Storage	1			
Pool Area	Machine room (air Conditioning)	1			
Pool Area	exit sign	2			
Pool Area	Center tables	23			
Pool Area	video cam	1			
Spa area	cabanas	3 beds and pillows	9 each	tables	3
Spa area	Pergola	1 video cam		1	
Spa area	Spa rules	1			
Spa area	video cam	1			

[illegible]

EXHIBIT G
PUBLIC DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
)ss
COUNTY OF _____)

BEFORE ME, the undersigned authority in said County and State, personally appeared _____, who, being first duly sworn, deposes and says as follows:

(1) I am:

☐ (a) President (or Vice President) of _____ Corporation ("Entity") authorized to do business under the laws of Florida; or

☐ (b) Partner (or Limited Partner) of the firm of _____, composed of _____ and _____, doing business under the name of _____ ("Entity").

☐ (c) Trustee of _____ Trust ("Entity"); or

☐ (d) Other- _____, as Manager of _____, a Florida limited liability company, the managing member of _____, a _____ limited liability company ("Entity").

(2) The Entity is the fee simple owner of the real property described as follows: See Exhibit "A" Attached hereto ("Real Property").

(3) By this reference made a part hereof, I hereby certify that the names and addresses listed herein are the names and addresses of every person having a beneficial interest in said Real Property, and do hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes Public Disclosure Act.

See Exhibit "B" attached hereto and made a part hereof

(4) In accord with the requirements of section 287.133(3)(a), Florida Statutes, none of the persons listed above as having a beneficial interest in said Real Property has been placed on the convicted vendor list following a conviction for a public entity crime as of the date set forth in the jurat below.

STATE OF _____ }

Print Name: _____

COUNTY OF _____ }

SWORN TO AND SUBSCRIBED before me by means of X physical presence or _____
online notarization, this _____ day of _____, 2024, by _____.

My Commission Expires:

Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Personally known to me, or

Produced Identification: _____
Type of I.D.

Exhibit “A”

Legal Description

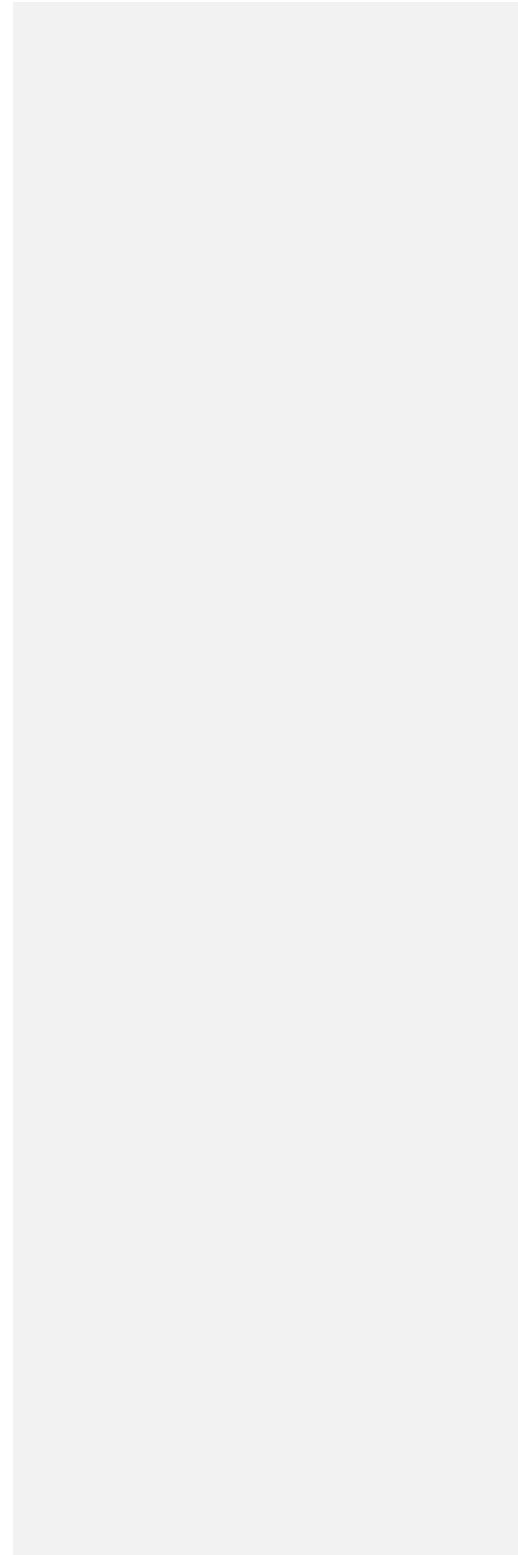


Exhibit “B”

List of Members

Name: _____
Address: _____

EXHIBIT H

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, (“**Transferor**”), the undersigned hereby certifies the following on behalf of Transferor:

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

1. Transferor’s Tax Identification Number is _____ ;
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) [NOTE- this provision will need to be revised if Transferor is a disregarded entity];
3. Transferor has an address at: _____

4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

By: _____

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this _____ day of _____, 2024, by _____ as _____ of _____, who is personally known to me or who produced as identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT I

ASSIGNMENT AND ASSUMPTION OF VENDOR CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF VENDOR CONTRACTS (this “**Agreement**”) is executed by and between **TWO LAKES LENNAR, LLC**, a Florida limited liability company (“**Seller**”), and **TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (“**Buyer**”).

RECITAL:

In connection with the closing of the transaction pursuant to that certain Agreement for Sale and Purchase (Aquabella Club Clubhouse) executed by Seller and Buyer as of the _____ day of _____, 2024 (“**Purchase Agreement**”), Seller agreed to assign and Buyer agreed to assume those certain vendor contracts (the “**Vendor Contracts**”) described on **Exhibit “A”** attached hereto and made a part hereof related to the Property (as defined in the Purchase Agreement).

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recital.** The above Recital is true and correct and is incorporated into and made a part of this Agreement.
2. **Assignment.** Seller hereby assigns to Buyer on an “as-is, where-is” basis all of Seller's right, title and interest in and to the Vendor Contracts to the extent assignable and without representation, warranty or recourse. Buyer authorizes Seller to deliver a copy of this Agreement to any party to a Vendor Contract.
3. **Assumption.** Buyer hereby assumes all of Seller’s obligations under and with respect to the Vendor Contracts. Buyer agrees to defend, indemnify and hold Seller harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is signed and sealed effective as of the _____ day of _____, 2024.

WITNESSES:

SELLER:

By: **TWO LAKES LENNAR, LLC**, a Florida
limited liability company

Formatted: Font: Bold

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

and

BUYER:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**, a unit of special
purpose local government established pursuant to
Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Exhibit A

Lists of Vendor Contracts

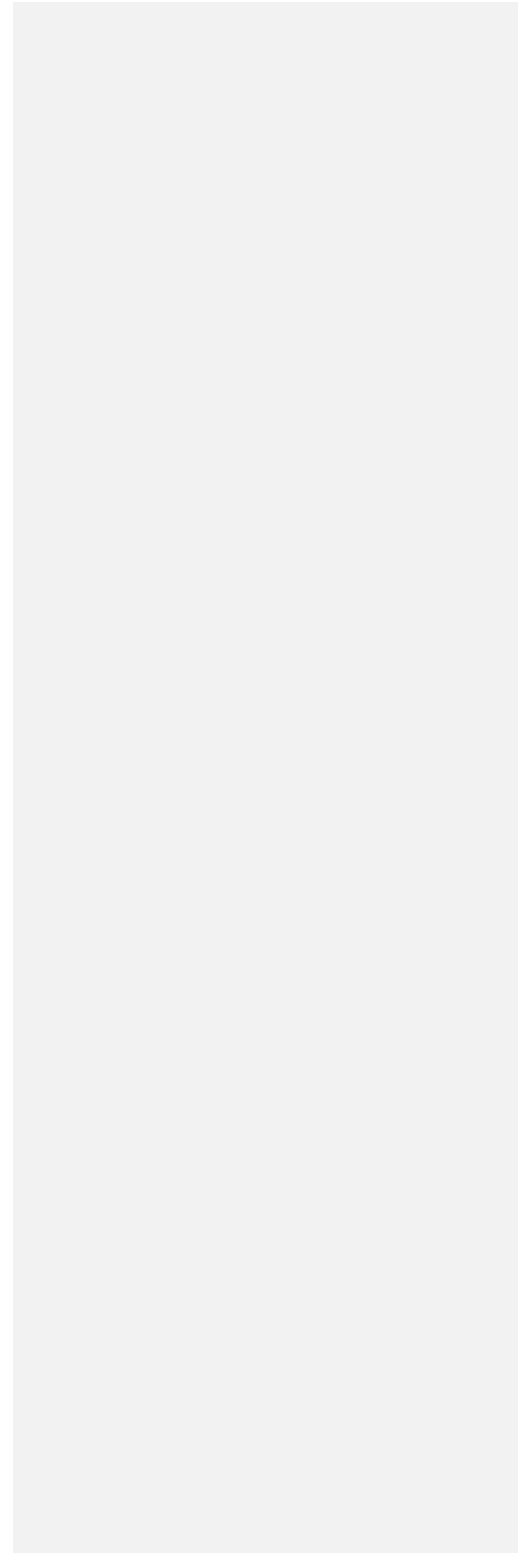


EXHIBIT J

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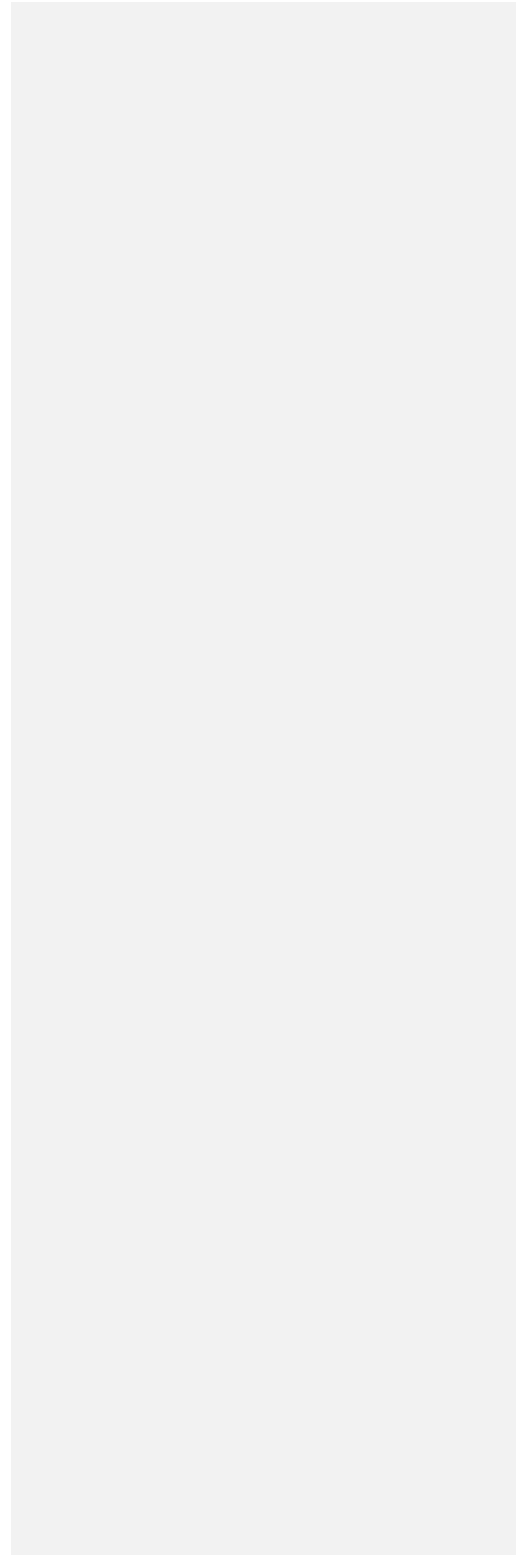


EXHIBIT K

ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENT (this "**Agreement**") is executed by and between **TWO LAKES LENNAR HOMES, LLC**, a Florida limited liability company ("**Seller**"), and **TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes ("**Buyer**").

RECITAL:

In connection with the closing of the transaction pursuant to that certain Agreement for Sale and Purchase (Aquabella Club Clubhouse) executed by Seller and Buyer as of the ____ day of _____, 2024 ("**Purchase Agreement**"), Seller agreed to assign and Buyer agreed to assume that certain Management Agreement between Seller and _____, dated _____, as amended from time to time (the "Management Agreement").

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

4. **Recital.** The above Recital is true and correct and is incorporated into and made a part of this Agreement.
5. **Assignment.** Seller hereby assigns to Buyer on an "as-is, where-is" basis all of Seller's right, title and interest in and to the Management Agreement without representation, warranty or recourse.
6. **Assumption.** Buyer hereby assumes all of Seller's obligations under and with respect to the Management Agreement. Buyer agrees to defend, indemnify and hold Seller harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is signed and sealed effective as of the _____ day of _____, 2024.

WITNESSES:

Print Name: _____

Print Name: _____

SELLER:

TWO LAKES LENNAR, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

and

BUYER:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

EXHIBIT L
INTENTIONALLY DELETED

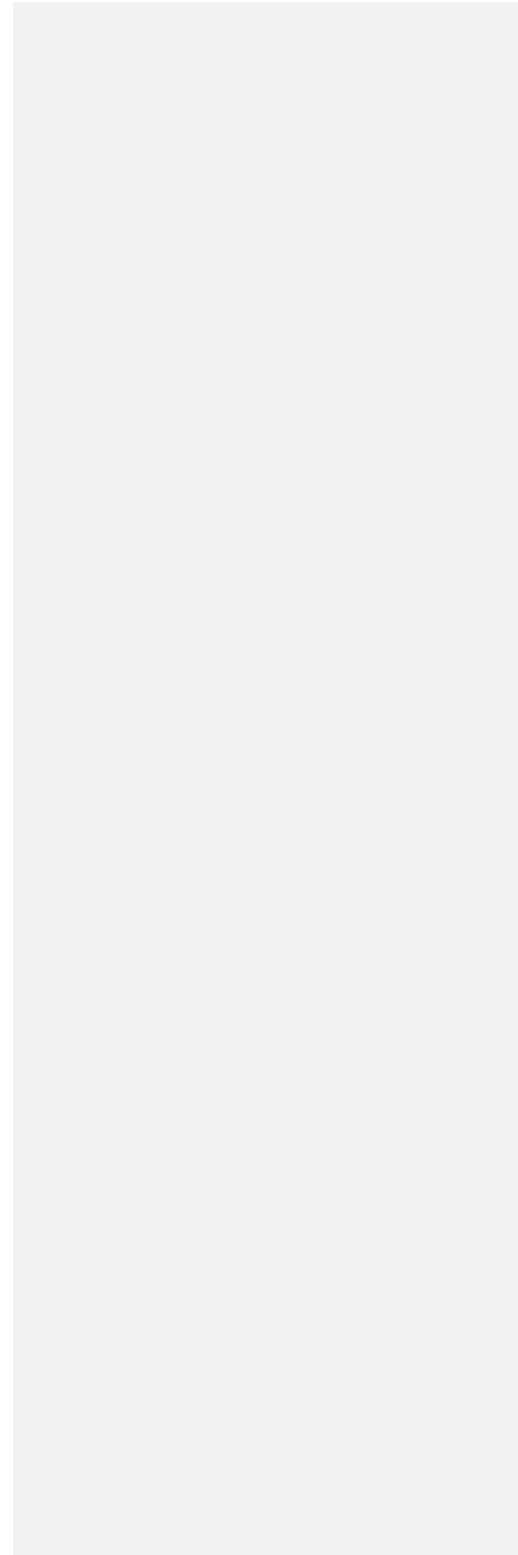


EXHIBIT M

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, AQUABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**"), for and in consideration of the sum of Ten Dollars (\$10.00) and the agreement by Two Lakes Lennar, LLC, a Florida limited liability company ("**Developer**") to waive the sum of \$64,528.00 it is owed by the Association pursuant to that certain independent audit report prepared by _____, dated _____ and other valuable consideration received from or on behalf of Developer, the receipt and sufficiency whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge Developer, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them (collectively, "**Developer's Affiliates**") of and from all, and all manner of; action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which Association ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of Association, hereafter can, shall or may have, against Developer and Developer's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, to include claims known and unknown, whether patent or latent, which arise from and or in any manner relate, directly or indirectly, to the Aquabella (the "**Neighborhood**"), as "Aquabella" is defined in the recorded Declaration for the Aquabella recorded in Official Records Book 30737, Page 2015 of the Public Records of Miami-Dade County, as amended (the "**Declaration**"), the Common Areas (as such term is defined in the Declaration), the Club (as defined in the Declaration), the Association, including, but not limited to, any area or item under Association control, operation, possession, ownership or the like, in the Neighborhood, as well as in any way related to and/or arising from the books, records and finances of the Association. The undersigned, as a homeowner within the Neighborhood and acting in his or her capacity as President of the Association, hereby acknowledges that he/she and the other homeowner members of Association and the members of the Board of Directors are familiar with the condition of the Neighborhood, have been given a reasonable opportunity to view and inspect the Neighborhood and the Common Areas, and have been given the opportunity to review and analyze the financial records of Association. In light of their familiarity with the Neighborhood, the Association believes Developer has fulfilled its legal obligations respecting the Neighborhood and the Association

Association acknowledges that it has sought and received legal advice regarding this General Release or has knowingly and intentionally made an affirmative decision not to seek such legal advice. Accordingly, Association agrees that its execution of this General Release shall constitute a waiver by Association from taking the position that any provision herein was not understood and/or agreed to by the Association. Additionally, Association hereby acknowledges and agrees that the consideration received by the Association in exchange for this General Release is sufficient and acceptable. This acknowledgement and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In addition to the foregoing, Association shall not disclose, comment upon or otherwise publish or divulge, by any means, the terms of this General Release, except under compulsion of law.

Association agrees that Developer shall be irreparably harmed by the disclosure of any aspect of this General Release.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2024.

WITNESSES:

AQUABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation

Print name: _____

By: _____
Name: _____
Title: _____

Print name: _____

Date: _____, 2024

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this ____ day of _____, 2024, by _____, as _____ of AQUABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
Print name: _____

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

**AQUABELLA CLUB
CLUB RULES AND REGULATIONS**

Adopted ____, 2024 (Resolution __)

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TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

AQUABELLA CLUB CLUB RULES AND REGULATIONS

Two Lakes Community Development District (“**District**”), as owner of Aquabella Club, adopts these AquaBella Club Club Rules and Regulations (the “Club Rules and Regulations”, “Club Rules”, or “Rules and Regulations”). The rights and obligations of each user of the AquaBella Club (the “**Club**”) are set forth in the Amended and Restated AquaBella Club Plan, as amended from time to time (the “**Club Plan**”), and in these Rules and Regulations. All initially capitalized terms used in these Club Rules and not otherwise defined have the meanings ascribed to them in the Club Plan

1. **Membership.**

1.1 **Members.** Every Owner (other than an Owner who has leased the Owner’s Home to a Lessee) and every Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home, unless Owner otherwise notifies the District Manager in writing; however, the Owner and Lessee shall be jointly and severally liable for all Club fees and charges.

1.2 **Lessees.** “Lessee” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community and who has obtained the prior approval of the respective homeowners and/or property owners association (“Association”). If there is more than one (1) Lessee of a Home, only one (1) of the persons occupying the Home shall be considered a Member. A Lessee may not exercise his or her rights as a Member until such Lessee’s lease of a Home has been submitted to District Manager. An Owner who has leased his or her Home remains liable for Club Assessments but will not have membership rights at any time his or her Home is leased unless Owner has notified the District Manager pursuant to Section 1.1. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who obtained the prior approval of the Association to lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of said association entity having jurisdiction thereof.

1.2.1 **Application.** Each Lessee must submit an application to District Manager along with a copy of his or her lease, and Lease Certificate of Approval from the Association and obtain a membership card (“**Membership Card**”) before his or her membership rights will be recognized. Each Lessee shall notify the District Manager of any changes in the terms of such lease.

1.2.2 **Administrative Charges.** The District may, from time to time, establish the amount to be charged for processing of the application of a Lessee to exercise his or her membership rights.

1.2.3 **Expiration of Lease.** A Lessee’s status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee’s rights of occupancy

under such lease. The Owner shall notify the District Manager in writing of the expiration of the lease or termination of Lessee's rights of occupancy under such lease, absent which the Owner shall not be deemed a Member.

1.3 Annual Members. Annual Memberships shall run from the date of acceptance of an application for membership by the District Manager until the end of the Club fiscal year, September 30. Annual Membership renewals shall run from the beginning of the renewal Club fiscal year, October 1, to September 30 of the succeeding year. Annual Dues for Annual Members as determined by the District Board shall be payable by the Annual Member in advance of the Club fiscal year, which shall be prorated for applications accepted during the initial fiscal year of the District's ownership of the Club.

1.4 Corporate and Partnership Members. When a Member or Annual Member is a corporation, partnership or other legal entity ("Entity"), the Entity must notify the District Manager in writing of the one (1) person to be designated to exercise the rights of the Entity with respect to the membership ("Designees"). Only the one (1) person designated will be considered as the Member.

1.4.1 Application. Each Designee must submit an application to the District Manager and obtain a Membership Card before his or her membership rights will be recognized.

1.4.2 Administrative Charges. The District Manager may, from time to time, establish the amount to be charged for processing of the application of a Designee to exercise his or her membership rights.

1.5 Immediate Family Members. Immediate Family Members shall mean the spouse or domestic partner of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) family members who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve-year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services, or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

1.6 Guests. A person shall be deemed a guest ("**Guest**") if he or she enters the Club Facilities at the invitation of a Member, Annual Member, Immediate Family Member or the District. Each Member (per Home) and each Annual Member (per Annual Membership) shall be entitled to have up to four (4) guests per visit accompany such Member or Annual Member when

utilizing the Club Facilities. Additional Guest Passes may be purchased by the Member or Annual Member at the rate set forth in the current fee schedule. Guests may be required to sign a waiver form before using the Club Facilities. All Guests must be sixteen (16) years of age or older, or be accompanied by a Member, Annual Member, and Immediate Family Member who is sixteen (16) years of age or older. All Guests must be accompanied by a Member, Annual Member or Immediate Family Member when using the Club Facilities. A Guest Pass is non-transferable. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE DISTRICT MANAGER. Nothing herein shall prohibit the District Board of Supervisors from implementing (1) a temporary guest policy by resolution to address long-term guests of Members or (2) a policy limiting the number of Guests per Home on a specified day, time of year, or time of day.

1.6.1 Caregiver Pass. A caregiver or other person who provides medical, nursing or child care to a Member, Annual Member or Immediate Family Member while within the Club Facilities is deemed to be a Guest; however, there will be no additional fee or charge provided that the caregiver accompanies and remains in the company of the Member, Annual Member or Intermediate Family Member, as the case may be, providing caregiver services while that person is using the Club Facilities. A Member must obtain a caregiver pass (“**Caregiver Pass**”) from Club staff for use of the Club Facilities. Persons utilizing such Caregiver Passes are not permitted to utilize the Club Facilities other than to accompany the persons under their care. The Caregiver Pass is non-transferable.

1.6.2 Guest Passes. Guest Passes give Guests access to the Club Facilities. Guest Passes may be purchased at the Club’s office. A person may be a Guest for no more than thirty (30) days in a calendar year.

1.6.3 Personal Trainer. A Member, Annual Member or Immediate Family Member may be accompanied in the Exercise Room or Pool by a personal trainer, who is retained for the purpose of providing physical fitness or exercise training, education or guidance to the Member, Annual Member or Immediate Family Member (“**Personal Trainer**”). The Personal Trainer shall be required to pay a fee of \$10.00 for each training session, which training session shall be no more than three (3) hours in duration. A training session is defined as the providing of training to one (1) individual. Personal Trainers shall not solicit business within the Clubhouse or on the grounds of the Clubhouse, shall leave the Clubhouse when the training session is completed, and shall not utilize the Clubhouse facilities for personal business use.

1.7 Membership Cards. A maximum of four (4) Membership Cards will be issued to each Home or Annual Membership at no additional charge. Membership Cards shall only be issued to Members, Annual Members, and Immediate Family Members who are sixteen (16) years of age or older. Additional Membership Cards may be purchased for Immediate Family Members for a fee.

1.7.1 Requirement to Present Card. Membership Cards, Caregiver Passes, and Guest Passes must be presented when requested for use of the Club Facilities.

1.7.2 Transfer of Membership Cards. Membership Cards are the property of the District and are not transferable. A Membership Card may not be used by any

person other than the person to whom it is issued. Membership Cards are the property of the Club.

1.7.3 Lost Cards. You must immediately notify the Club in writing of a lost or stolen Membership Card. The replacement fee for a Membership Card shall be established from time to time by the District. If an unauthorized person uses the Membership Card, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

2. The Club Facilities.

2.1 Supplemental Rules. Before using the various Club Facilities, users should inquire about supplemental Rules and Regulations. For example, District Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pools and the fitness center from time to time. The District Manager, or its agents and designees, shall have reasonable discretion to police the Club Facilities to maintain proper order and the safe and healthy use of the Club Facilities.

2.2 The Clubhouse. The Clubhouse shall be open on the days and during the hours established by the District provided the District Manager, or its agents and designees, shall have reasonable discretion to temporarily vary such hours as necessary from time to time.

2.3 Special Functions and Parties. Certain Club Facilities may be used for private functions by the Members and Annual Members, subject to availability, only with the prior consent of District Manager, upon execution of a license agreement and upon payment of all applicable fees, deposits and costs therefor. The sponsor of the private party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private party.

2.4 Alcoholic Beverages. No person may enter or leave the Club Facilities with any alcoholic beverage. It is the intent of these Rules that the possession or consumption of alcoholic beverages at or within the Club Facilities is prohibited unless previously approved in connection with an approved (in accordance with Section 2.3 above) event, function or party.

2.5 Smoking. Smoking, including cigar and pipe smoking and the use of smokeless tobacco, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas.

2.6 Attire. Shirts and shoes must be worn at all times when on the Club Facilities, except in the pools and adjacent patio areas.

2.7 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases the District from liability for such use pursuant to consent form(s) provided by the District from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age

are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Members, Annual Members and Parents of the minors are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, the District is not liable for the actions of such minors.

2.8 Hours of Operation. The District shall set the scheduled hours of operation for the Club Facilities. The District Manager shall have reasonable discretion to temporarily vary such hours as necessary from time to time. No person shall be permitted to use the Club Facilities other than during such hours of operation.

3. General Rules.

3.1 Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, and solicitations shall not be posted or circulated in the Club without the prior written approval of District Manager.

3.2 Bikes, Scooters and Skates. Skates, scooters, in-line skates, skateboards, bikes and like items may be used on paved driveways and sidewalks only for access to the entrances to the Club Facilities. None of the foregoing may be used in Club Facilities at any time. All bikes and scooters must be stored in bike and scooter storage areas. Bike and scooter racks must be used if provided by the District. Notwithstanding the foregoing, bikes and scooters left within the Club Property, Club Facilities, bike and scooter storage areas and/or bike and scooter racks (if provided) are stored at such person's own risk.

3.3 Club Employees. Persons using the Club Facilities may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of the District Manager and no person shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

3.4 Pets. No pets (with the exception of those assisting persons with disabilities) are permitted on any portion of the Club Property including, without limitation, the pool area and any other areas of the Club Facilities.

3.5 Parking Areas. Self parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas or along, over, or beyond curbed areas. "**No Parking**" signs must be observed. Overnight parking in the Parking Areas is prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in the Parking Areas at anytime between the hours of 1:00 AM and 5:00 AM. Any vehicles parked in violation of this section are subject to being towed without notice or warning.

3.6 Guns. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes.

3.7 Coolers. Any coolers or similar forms or food or beverage storage brought to the Club Facilities are subject to inspection by the District Manager, Club manager or Club staff at anytime.

4. **Responsibility for Personal Property and Persons.** Each person using the Club Facilities assumes sole responsibility for the health, safety and welfare of such person, his or her Immediate Family Members, and Guests, and the personal property of all of the foregoing.

4.1 **Vehicles and Personal Property.** The Club is not responsible for any loss or damage to any private property used or stored on the Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Parking Areas assumes all risk of loss with respect to (i) his or her vehicle in the Parking Areas, and (ii) equipment, wallets, bags, jewelry, clothing, books, personal items or other possessions stored in lockers (if lockers are provided by the District), on bicycles, within vehicles, or left in the pool and recreation areas.

4.2 **Activities.** Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Property, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. All Members, Annual Members, and Immediate Family Members shall be jointly and severally liable to the District in connection with the foregoing.

4.3 **Property Belonging to the Club.** Property, furniture and equipment belonging to the Club shall not be removed from the room or area in which it is located or from the Club Facilities.

5. **Obligation to Pay Club Assessments, Dues and Fees.** Each Member shall pay Club Assessments when due in accordance with the Club Plan and District Assessment Resolutions. Each Annual Member shall pay Annual Club Dues in advance to the District. Each other person using the Club Facilities shall pay such Club Dues and Fees as established from time to time by the District.

5.1 **Grace Period and Late Fee.** A monthly or annual payment of Club Dues and Fees shall be deemed past due if received after the 15th of the month or fifteen (15) days after the day payment is due. A late fee of a maximum of \$25.00 per month shall be payable for each past due payment in order to cover the administrative costs of the Club in processing such late payment.

5.2 **Bills and Coupon Books.** Annually, the District Manager, or his or her designee, may, in its discretion, send bills or coupon books with instructions for payment of Club Dues and Fees.

5.3 **Suspension.** Notwithstanding any suspension of Membership, a Member or Annual Member shall remain liable for Club Dues. A Member's or Annual Member's use of the Club Facilities shall be suspended in the event Club Assessments, Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Assessments are paid in full. An Annual Member's use of the Club Facilities shall be suspended in the event

Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Dues and Club Fees are paid in full.

6. **Pools.**

6.1 **Presentation of Membership Cards.** Everyone must register and present Membership Cards and/or Guest Passes or Monthly Guest Passes to Club attendants prior to entering the pools and the adjacent patio areas. For purposes of these Club Rules and unless otherwise specified, all references to “pool” or “pools” shall include the swimming pools, the hot tubs, and any other recreational water facilities or features intended for use by patrons. Users of Club Facilities shall keep Membership Cards, Guest Passes or Monthly Guest Passes with them and present the Membership Card, Guest Pass or Monthly Guest Pass to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

6.2 **Risk of Use.** Use of the pools is at the swimmer’s own risk. Without limiting any other provision of these Rules and Regulations, each person is personally liable for any injury to his or her Immediate Family Members, and Guests using the pools.

6.3 **Equipment and Towels.**

6.3.1 **Towels.** Users of the Club Facilities are required to bring their own towels.

6.3.2 **Equipment and Furniture.** All equipment used for aqua classes (if provided) is the property of the Club and should be returned to the Club. Chaise lounges are available for use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

6.4 **Hours of Use.** Swimming is permitted only during published open hours of the pools, which are subject to change. The pools are also officially closed when a “Closed” sign is posted; however, the absence of a posted “Closed” sign does not authorize use of the pools after hours. Any person swimming or using the pools facility outside of the published open hours of the pools may be suspended from using the Club Facilities.

6.5 **Showers.** Showers are required prior to entering the pools to remove all suntan oils and lotions.

6.6 **Aqua Classes.** From time to time, classes (including, without limitation, so called “**Aqua Classes**”) may be offered by the Club or upon payment of a fee for participation. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class.

6.7 **Swimming Instructors.** Persons may not bring an independent swimming instructor into the pools as a Guest or otherwise.

6.8 **Restrictions.**

6.8.1 Glass objects and sharp objects are not permitted in the pool area.

6.8.2 Food or beverages may be brought into the pool areas, however, any foods or snacks shall be eaten, distributed, or consumed only in those food areas so designated by the District Manager, or its agents and designees. Such food, beverages, and any garbage or trash resulting therefrom shall be properly removed or disposed of after use. Alcoholic beverages are **not** permitted in any pool, hot tub, or pool area at any time. Under no circumstances, shall any food or beverages be possessed or consumed in the pool or within ten feet (10') of the water's edge of the pool.

6.8.3 Running, ball-playing and noisy or hazardous activity will not be permitted in the pool areas. The throwing of any object is not permitted at any time within the pools or pool areas. Pushing, dunking, and dangerous games are not permitted.

6.8.4 Only floats or rafts smaller than eighteen (18) square feet, snorkels, dive sticks, flotation devices, and toys (collectively, "Pool Toys") designed for use in swimming areas may be utilized in District pools. The use of such Pool Toys may be suspended at the District Manager's discretion when there are more than fifty (50) persons at the pool, during weekends and holidays, or during other heavy use of the pools and pool areas. Where the use of Pool Toys is suspended, the District Manager will post a sign at the Club entrance informing members and the public of the restriction. The use of masks, goggles, or certified personal flotation devices ("PFDs") is not prohibited. Radio-controlled watercraft or other similar devices are not permitted in the Pools at anytime. Diving equipment such as scuba tanks, are not to be used in the pools except as part of an organized course of instruction permitted by the District Manager.

6.8.5 No diving is permitted in any of the pools.

6.9 Attire. All swimmers must wear appropriate swimming attire. Long hair should be tied up or placed in a bathing cap. Children under two (2) years of age, and those individuals who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce health risks associated with human waste in the pools and adjacent deck areas.

6.10 Audio/Video Players. Radios, tablets, phones, E-readers, speakers, computers and similar devices capable of playing music, e-books, podcasts, and videos may only be used with earphones, or headphones.

6.11 Trash. All persons using the pool areas are urged to cooperate in keeping the pool areas clean by properly disposing of towels, cans, plastic bottles, and all other trash.

Notwithstanding the foregoing, all cigarettes must be extinguished and properly disposed of prior to entering the Club Facilities.

6.12 Pets. No pets are permitted in the pool area at any time.

6.13 Minors. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Persons under the age of fourteen (14) years of age are prohibited from using the hot tub.

7. Exercise Room.

7.1 Hours of Operation. The hours of operation of the exercise rooms located at the Club ("Exercise Room") will be established from time to time by the District.

7.2 Membership Cards. Membership Cards and Guest Passes must be presented before any person will be given access to the Exercise Room. Guests, when accompanied by a Member or Immediate Family Member, are only permitted to use the Exercise Room on weekends and between the non-peak hours of 10:00 a.m. and 6:00 p.m. on weekdays.

7.3 Equipment and Towels. When others are waiting to use equipment, use of cardio equipment is limited to thirty (30) minutes per person. Use of all equipment is at your own risk. Persons using the Exercise Room must bring their own towels and wipe down equipment after use.

7.4 Attire. Proper attire is required; shirts or tank tops shall be worn at all times. Those utilizing the Exercise Room equipment and facilities shall not wear sandals or open-toed shoes.

7.5 Minors. Persons under sixteen (16) years of age are not permitted in the Exercise Room under any circumstances. Minors sixteen (16) years of age and older may use the Exercise Room either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents, Member and Annual Members are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors.

7.6 Personal Trainers. Except as provided in Section 1.7.3 above, persons using the Exercise Room may not train another person in the Exercise Room. Personal trainers may be made available through the Club upon prior reservation and at charges to be established by the District Manager.

7.7 Cancellation Policy. Persons using the Exercise Room must cancel appointments for special services at least twelve (12) hours prior to the scheduled appointment or the responsible user will be charged the full amount of the service. If a person has prepaid for the services, and properly cancels, that person may reschedule within the same month at no additional charge.

8. Violation of Club Rules.

8.1 Basis for Suspension. Membership rights and Club Facilities use rights of any person (and the benefits for their Guests) may be suspended by Club Manager if, in the sole judgment of Club Manager:

- 8.1.1 a person submits false information on the Application for Membership;
- 8.1.2 the person violates one or more of these Rules and Regulations;
- 8.1.3 the person has injured or harmed or threatened to injure or harm any other person within the Club Facilities, or harmed, destroyed or stolen any personal property on the Club Property or within the Club Facilities, whether belonging to a third party or to Club Owner.
- 8.1.4 the person has failed to pay any Club Assessments, Club Fees, Club Dues, or Club damages invoices.

8.2 Types of Suspension. Club Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Club Facilities, for such period of time as reasonably determined by Club Manager. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member), or Club Manager may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Assessments, Club Dues, Club Fees or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues and Club Fees shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the Club are paid in full.

8.3 Effective Date. Prior to the effective date of a suspension, the District Manager shall provide notice and an opportunity to be heard to the person proposed to be suspended. If the person does not submit a request to be heard in writing within the time frame set forth in the notice, the suspension shall become effective immediately upon the date provided in the notice for submitting a request to be heard; otherwise, the suspension, as may be adjusted by the District Manager after hearing, shall become effective as of the end of business on the date of the hearing.

9. **Authority to Designate Club Manager and to Promulgate and Amend Rules.** The District Manager may from time to time designate a Club Manager in writing to fulfil certain or all responsibilities and duties of the District Manager under these Rules and Regulations. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE CLUB FACILITIES ARE SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE DISTRICT. These Rules and Regulations may be amended from time to time by the District without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be available at the Club Facilities. All

Rules and Regulations promulgated by the District shall become effective on the date determined by the District.

10. **Application of Rules and Regulations.** All of these Rules and Regulations shall apply to all persons on or about the Club Property even if not specifically stated in portions hereof. The District Manager, in its reasonable discretion, shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole discretion of the District Manager.

11. **Club Dues, Fees, and Charges.** The Club dues, fees, and charges, including but not limited to fees for Annual Members, Caregivers, Personal Trainers, and Guests, and for card replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes.

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AQUABELLA CLUB

CLUB SCHEDULE OF
HOURS OF OPERATION
DUES, FEES AND CHARGES
AREAS & FEES FOR RENTAL
RENTAL POLICIES, PROCEDURES AND REGULATIONS
(the “Club Schedule”)

HOURS OF OPERATION

CLUB FACILITY	HOURS
CLUB HOUSE	Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm*
FITNESS CENTER/EXERCISE ROOM	Monday - Friday: 6:00 am to 11:00 pm * Saturday - Sunday: 6:00 am to 11:00 pm*
POOL	Monday - Friday: 8:00 am to Sunset* Saturday - Sunday 10:00 am to Sunset*
	*Hours subject to change by District Manager

CLUB DUES, FEES AND CHARGES

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB DUES – Residents ⁽¹⁾	*\$_____
ANNUAL MEMBER CLUB DUES – Non-Residents	*\$_____
GUEST PASS FEE	\$10.00
PERSONAL TRAINER FEE	\$10.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD REPLACEMENT FEE	\$10.00
ADDITIONAL MEMBERSHIP CARDS (per Club Rules)	\$40.00
LATE PAYMENT FEES	\$25.00 PER MONTH

* Annual Member Club Dues are calculated on a fiscal year basis based on the District's fiscal year, which runs from October 1st through September 30th of the following year. For the period of ____, 2024 through September 30, 2024, an Annual Club Membership for Annual Members may be purchased on a prorated basis for such period for non-residents, based on the schedule above.

⁽¹⁾ Residents Club Dues are levied by the District Board of Supervisors as a part of the residents' property taxes. Accordingly, the Tax Collector fees and early payment discounts may vary the Residents' annual Club Dues from the amount set forth above. For purposes of Membership and Annual Dues, there shall be only one Member per Home.

FACILITY RENTAL FEES AND DEPOSITS REQUIRED FOR RENTAL

MULTI-PURPOSE ROOM- 4 hours (Available during & after hours, includes multi-purpose room with kitchen, may be use for all types of events. No other club amenities/areas are included in the rental).

MONDAY- SUNDAY: \$250.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Optional Cleaning Fee* + \$40.00 per additional hour up to 11:59 pm.

FOR AFTER HOURS EVENTS, RENTER WILL BE REQUIRED TO PAY ADDITIONAL \$15.00 PER EACH HOUR OR PART THEREOF FOR FACILITY RENTAL

IF ALCOHOL IS TO BE CONSUMED, A GUARD FEE OF \$45.00 PER HOUR IS CHARGED FOR ALL HOURS A GUARD IS PRESENT. AS DETERMINED BY THE DISTRICT MANAGER, IF THE EVENT REQUIRES CLUB FACILITY MONITOR AND POLICE/TRAFFIC CONTROL MONITOR, RENTER WILL PAY ADDITIONAL \$45.00 PER SERVICE PER HOUR. DISTRICT SHALL HAVE THE DISCRETION TO REQUIRE RENTER TO HIRE AN OFF-DUTY LAW ENFORCEMENT OFFICER, FOR WHICH THERE MAY BE A MINIMUM NUMBER OF HOURS CHARGED TO RENTER.

RENTER IS ALLOWED ONE HOUR BEFORE THE EVENT FOR PREPARATION AND ONE HOUR AFTER FOR CLEANING. IT IS IN THE AFTER INSPECTION WHERE IT WILL BE DETERMINED IF ADDITIONAL CLEANING IS REQUIRED IN WHICH CASE THE COLLECTED FEES WILL BE USED. IF ADDITIONAL CLEAN-UP IS NECESSARY, IN THE DISCRETION OF THE DISTRICT MANAGER, SHALL BE \$20.00 PER HOUR THAT WILL BE CHARGED TO THE RENTER.

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of check or money order along with copy of the renter's driver's license. In the event that the renter does not cancel the reservation within fifteen (15) days prior to the event (or such other date reasonably determined by the District Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. If the Club Facility after the event and the inspection by the District Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the District Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, renter shall remain liable to pay the District the balance of such costs and expenses).

FITNESS CENTER/EXERCISE ROOM-
May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

1. **Limited Time to Rent:** Reservations can be made no more than ninety (90) days in advance.
2. **Rental Fees include:** Fees are just for the area being rented, they do not include chairs, tables, or set-up fees, which must be provided by the Renter.
3. **Inspections:** Inspections are performed within 24-Hours after the end of your event. It is not required to call District and ask for status of inspection.
4. **Deposits:** If a deposit is made by check or money order, the District Manager may cash such check or money order before the event or hold such check or money order pending the event. If the District Manager holds the deposit check or money order, and no costs and expenses are chargeable against the deposit, then the check or money order will be voided and will be returned to the renter via by mail. If the District Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the District Manager may cash the deposit and refund any amount due renter by the District check via mail.
5. **Janitorial:** Renter is responsible for full clean up of area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, District barbeque grills, etc. If the District Manager determines that additional janitorial services are required beyond that which is covered by the Cleaning Fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services (with a minimum fee of \$20.00) will be charged to the renter.
6. **Time Slots:** Rental of any area must fit within one of the time frames ("Rental Times") provided by the Club. Only one (1) event will be reserved per day.

RULES OF USE FOR THE CLUB CLUBHOUSE AREAS RENTALS

I. GENERAL RULES.

A. The AquaBella Club Facility rental areas are available to the public upon application and acceptance by the District Manager. For official meetings and official functions of the District and its Board of Supervisors, and the AquaBella Homeowners Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area.

B. A Club Area may be reserved only by an applicant who is a Member or Annual Member in good standing (the "Renter"). Reservations must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the District Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the District Manager and marked on a calendar maintained by the District Manager. Reservation requests and applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.

C. Written notice of cancellation must be received no later than ten (10) days prior to the event date and time. Cancellations received less than ten (10) days prior to the event date and time will result in the forfeiture of the non-refundable rental fee.

D. Club Areas may not be used for any profit-making activities. No advertising will be permitted, and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hour before the event. Approved Renters may gain access to the Club Area by using their swipe cards. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the District Manager prior to the date of the event. Renter agrees to pay all key, swipe-key system and lock replacement costs resulting from misuse, loss or damage to the swipe-key system, lock, or doors.

F. Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Club Area use and for the proper conduct of guests or other persons employed or otherwise engaged by Renter while they are on the Club premises, whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.

G. Prior to the use of the Club Area by the Renter, the District Manager shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or rules' violations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are covenants or rules' violations, the security deposit will be withheld until after a rules' violation hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand.

H. Furniture and furnishings may be removed from the Club Area and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved. However, use of nearby restroom facilities is permitted. Renters must advise their guests of Club Rules and Regulations, the guest parking areas available, and that spaces are on a first-come, first-served basis. All guests must go directly to the Club Area where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club Areas within or outside of the building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area.

J. The number of persons in attendance in the Club Area is limited by the posted number, according to the Miami-Dade County, State, municipal and other applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. Renter and chaperone(s) must be present throughout the entire event.

L. Smoking is prohibited in the Club Areas, restrooms, or the Clubhouse. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (e.g., no alcohol for persons under twenty-one (21), etc.).

M. Use of the Club Areas and all facilities by Renter and all guests must be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules. Renters shall not permit the use of the Club Areas or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club users. Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users. Playing of loud amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibrations to adjacent parts of the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. Renter agrees that any decorations or the decorating of the Club Area must be done in a manner so as not to cause any damage to any area of the Clubhouse. Decorations must not be attached to or hung from any sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

O. Renter agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Area and adjacent premises in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Arrangements must be made with the District Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted during certain hours from 9 A.M. through 8 P.M. on weekdays. Renter must be present to deal and meet with the rental or service companies for delivery or pick up.

P. The District and its agents and the District Manager will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the event will be considered abandoned and will be removed for disposal.

Q. All music and noise making activities must stop by the prescribed hour. The Club Area must be returned to their original condition, vacated of people, lights out (except for one which should be left on), window shades placed in the up position, the room secured, and the door locked by the prescribed closing hours. Adjacent restrooms should be left in the same condition as they were in prior to the event with lights out.

R. The District and District Manager each reserve the right, at any time prior to or during the function to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Area by the Renter and his or her guests and require Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the use fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the District or District Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the District and District Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. A partial refund is in the District Manager's discretion if use is suspended for reasons other than rules' violations or damages. The full security deposit and use fee may be refunded if the Club Area use is suspended, in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.

S. The District Manager and the District shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. A charge of \$20.00 per hour/per worker will be assessed to cover additional cleanup if the District or District Manager deems it necessary.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for District Manager to prohibit a Renter from using the

Club Area for a period of one (1) year and suspension of the use of other services and Club facilities for up to one (1) year for rules violation.

W. Renter assumes sole and total responsibility for any property damage, injury or accident to any person arising out of the Club Area use. Renter further agrees on behalf of itself and its guests and invitees to indemnify, reimburse and hold the District and District Manager harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the District and District Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.

X. No pets, except as provided by Federal or State law, are allowed in the Club Area.

Y. Any Club Area that is rented must be cleaned. If the Club Area is not found as it was given to you, a portion of Renter's deposit will be kept. Renter must broom, vacuum, and mop the grand room if it is used. The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The District does not provide any trash bags for the party. The District will provide Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the renter.

Z. The Club Area will be available for use only between the hours of 8:00 A.M. - 11:59 P.M. Under no circumstances will time be extended past 11:59 PM.

AA. The District Manager may waive or amend any of the above requirements in its reasonable discretion, provided such waivers must be in writing and signed by the District Manager and the renter.

BB. The form of Facility Rental Agreement, Clubhouse Areas Inspection Form and Access Card Control Information Sheet attached below are approved for use by the District Manager.

FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE DISTRICT
MANAGER'S OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE

AQUABELLA CLUB
Club Facility Rental Agreement
Two Lakes Development District

This Agreement is by and between **Two Lakes Community Development District** (the “**District**”) and a **Renter** who is further defined as a: *(check one) AquaBella Club Club Member or Annual Member _____ or General Public User _____*. This Agreement is for the rental of a portion of the “**AquaBella Club**” facility, to be used for a private function (the “Club Facility”), and shall be subject to the terms and conditions set forth in the “*AquaBella Club Rules and Regulations*”(referred to in this Agreement as the “Club Rules and Regulations”), which document is attached hereto and made a part hereof and the “*AquaBella Club Schedule Of Hours Of Operation, Dues, Fees And Charges, Areas & Fees For Rental, Rental Policies, Procedures And Regulations*” (referred to in this Agreement as the “Club Schedule”), which document is attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Fax: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Facility** (s) being requested:

A) Multi-purpose Room _____

(Note: use of fitness center is prohibited)

2. **Purpose** of rental: _____

Number of people expected to attend this function: _____

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

Provide Music: Yes _____ No _____

If "Yes" state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District Manager.
Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (Four (4) Hours each):

Multi-purpose Room time slots:

Sunday - Thursday

8:00 AM - 2:00 PM _____

3:00 PM - 11:00 PM _____

Other: _____

Friday - Saturday

8:00 AM - 2:00 PM _____

3:00 PM - 11:00 PM _____

3. Fee Schedule & Usage: See Attached Rental Schedule

4. Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The District Manager may not accept an application or confirm reserved space without receipt of one hundred percent (100%) of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: *"Two Lakes Development District."*

5. Deposit Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the District Manager's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed *"Cleaning & Usage Checklist"* inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the District Manager will mail a copy of the final inspection, based upon the *"Cleaning & Usage Checklist,"* to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect

until the District Manager completes its portion of the “Cleaning & Usage Checklist” inspection form and the facility(s) keys are returned.

The Renter is also responsible for cleaning that portion of the Club Facility and other impacted Club Areas used after use, unless payment and arrangements have been made with the District Manager for cleaning by the District’s cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the “Cleaning & Usage Checklist.” Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

6. **Additional Renter Responsibilities:**

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the District Manager, Renters may be required to pay a reasonable hourly fee for a District Manager appointed “*facility monitor*” **or** “*police/traffic control monitor*” during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the District Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility’s rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.
- c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party-related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.
- d) Renters and/or guests are absolutely NOT allowed to use other Club areas not provided for in the Rental Agreement.
- e) Closing time for private functions is **11:59 PM, if extended.** cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the District Manager. **Short term Rentals (four (4) hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear

before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board of Supervisors, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board of Supervisors for its decision. If there is property damage in excess of the Deposit, the Board of Supervisors reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the District Manager:

Signature of RENTER: _____

If a corporation, print name of above signature _____ Title: _____

Name of District Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

AquaBella Club Clubhouse Areas Inspection Form

	Pre-Event Inspection	Post-Event Inspection
1. Exterior Doors		
2. Women's Bathroom		
3. Men's Bathroom		
4. Kitchen		
Floor		
Counter Top/Sink		
Cabinet's		
Appliances		
5. Carpeting		
6. Furniture Sofa		
7. Furniture Loveseat		
8. Coffee/End tables		
9. Chairs and tables		
10. Interior Decor		
11. Walls		
12. Windows		
13. Interior Doors		
14. Interior window shades		
15. Exterior (rails, plants, etc.)		
16. Pool tables		
17. Pool chairs		
18. Height back pool chairs		
19. Playground/tot Lot		
20. Others		
Comments:		

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Two Lakes Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent:
Two Lakes Community Development District

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
AQUABELLA CLUB**

ACCESS CARD CONTROL INFORMATION SHEET

Applicant(s):	Access Card # 1	Access Card # 2
Property Address:	Access Card # 3	Access Card # 4
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	
Mailing Address (if different)		
City	State	Zip Code
Immediate Family Members <div style="display: flex; justify-content: space-between;"> Last First Age Relationship Day Phone #, if diff </div>		
Name of Approved Lessee(s) (if Applicant is resident within the District):		
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	

I **authorize** my Lessee(s) to have an Access Card(s) on my behalf. Yes ___ No ___
N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the Access Card(s) stated above and that if my card is lost I will contact the District Manager

immediately to terminate the card from the system. In addition, if there is a change in Lessee, I will collect the card from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____

THIS INSTRUMENT PREPARED BY:

Phillip C. Gildan, Esq.

Greenberg Traurig, P.A.

777 So. Flagler Drive, Suite 300 East

West Palm Beach, FL 33401

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED
AQUABELLA CLUB
CLUB PLAN**

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AMENDED AND RESTATED
AQUABELLA CLUB CLUB PLAN

THIS AMENDED AND RESTATED AQUABELLA CLUB CLUB PLAN (this “**Club Plan**”) is made by Two Lakes Community Development District (the “**District**” or “**Club Owner**”).

RECITALS

A. Two Lakes Lennar, LLC (the “**Pre-Transfer Club Owner**”) was the owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the “**Club Property**”) on which AquaBella Club (the “**Club**”) is located.

B. On October 30, 2017, that certain AquaBella Club Club Plan was recorded in Official Records Book 30737, at Pages 1811-1875, of the Public Records of Miami-Dade County, Florida, (the “**Pre-Transfer Club Plan**”).

C. Pursuant to Section 5.5 of the Pre-Transfer Club Plan, the District has acquired the Club Property from the Pre-Transfer Club Owner, together with all of the Pre-Transfer Club Owner’s rights and privileges as the Club Owner under the Pre-Transfer Club Plan, as defined in the Pre-Transfer Club Plan, except accounts payable as set forth in Section 7.5 below (“**Club Plan Assignment**”).

D. Pursuant to Section 26 of the Pre-Transfer Club Plan, the District, as the Club Owner, has the right to amend the Pre-Transfer Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever, including the AquaBella Community Association, Inc. (the “Association”).

E. The District, as Club Owner, wishes to amend and restate in its entirety, the Pre-Transfer Club Plan as set forth herein.

NOW THEREFORE, the District, as Club Owner, hereby amends and restates the Pre-Transfer Club Plan in its entirety, and declares that the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan:

1. **Definitions.** In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

“**Annual Member**” shall mean a member of the public who acquires an Annual Membership in the Club.

“**Annual Membership**” shall mean a non-exclusive license issued to an Annual Member to use the Club pursuant to the provisions of the Club Plan.

“**AquaBella**” shall have the meaning set forth in the Declaration, as defined below.

“Association” shall mean AquaBella Community Association, Inc., its successors and assigns.

“Bonds” shall mean such notes, obligations, bonds or bond anticipation notes, and any refunding, restructuring or replacement notes, obligations, bonds or bonds anticipation notes, issued by the District from time to time.

“Bond Counsel” shall mean Greenberg Traurig, P.A. or any other nationally recognized law firm selected by the District.

“Budget” shall have the meaning set forth in Section 7.2 hereof.

“Builder” shall have the meaning set forth in the Declaration.

“Club” shall have the meaning set forth in the Recitals and shall further mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

“Club Assessments” shall mean non-ad valorem special assessments imposed and levied by the Club Owner pursuant to Section 190.022, Florida Statutes, with respect to the Bonds issued to finance the acquisition of the Club Property and any other Bonds issued to refinance such acquisitions, and maintenance special assessments imposed and levied by the Club Owner pursuant to Section 190.021, Florida Statutes, in each case levied against the Owners in relation to the acquisition, operation and maintenance of the Club.

“Club Dues” shall mean the charges for use of the Club Facilities to be paid by the Annual Members pursuant to the provisions of this Club Plan.

“Club Expenses” shall mean all costs (as such term is used in its broadest sense) of owning, acquiring, operating, managing, maintaining, repairing, replacing, expanding and insuring the Club, whether direct or indirect, including, but not limited to, trash collection, utility charges, pay television charges, telecommunications charges, internet access charges, maintenance, legal fees of Club Owner relative to the Club, accounting fees, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, construction, payroll and payroll costs, insurance, working capital, ad valorem or other taxes, assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities. Club Owner may allocate a reasonable portion of its overhead (e.g., District Manager costs) to Club Expenses.

“Club Facilities” shall mean the actual facilities, improvements and personal property which Club Owner shall actually have made available to Owners, Annual Members, Immediate Family Members, and members of the public pursuant to this Club Plan. The Club Facilities are more specifically set forth on **Exhibit B** attached hereto and made a part hereof

THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION.

"Club Fees" shall mean the rates, fees, rentals and other charges determined from time to time by the Club Owner for the use of the Club Facilities and services by Members, Annual Members, Immediate Family Members, and members of the public, in accordance with Section 190.035, Florida Statutes, as amended from time to time. Club Fees shall not include Club Assessments.

"Club Manager" shall mean the person or entity operating and managing the Club, at any time, as designated by the District. The District Manager may be the Club Manager. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"Club Owner" shall mean the Two Lakes Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Hialeah, Florida, in Miami-Dade County, Florida, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder, subject to receipt of an opinion of Bond Counsel to the effect that such assignment will not cause interest on the Bonds to be included in gross income for federal income tax purposes. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Club Owner may change from time to time.

"Club Plan" shall mean this Amended and Restated AquaBella Club Club Plan, together with all amendments and modifications hereto by the Club Owner from time to time.

"Club Property" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"Club Rules and Regulations" shall have the meaning set forth in Section 10.9 hereof.

"Common Areas" shall mean the "Common Areas" within the Community as defined in the Declaration.

"Community" shall mean "AquaBella" as defined in the Declaration.

"Declaration" shall mean that certain Declaration for AquaBella, recorded on October 30, 2017, in Official Records Book 30737, at Page 2015 of the Public Records of Miami-Dade County, Florida, as such Declaration has or may be further amended or modified from time to time.

"District" shall mean the Two Lakes Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, which is the Club Owner.

“District Manager” shall mean the manager of the District.

“Home” shall have the meaning set forth in the Declaration. The loss of a certificate of occupancy for a Home (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of a Member to pay Club Assessments with respect to such Home. The term **“Home”** includes any interest in land, improvements, or other property appurtenant to the Home.

“Immediate Family Members” shall mean the spouse or domestic partner of the Member, or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve (12) year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member (hereinafter defined) (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

“Lender” shall have the meaning set forth in the Declaration.

“Lessee” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community.

“Member” shall mean every Owner or Lessee; provided, however, for the purposes of Membership, there shall be only one Member per Home. A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home. Member shall also mean the Developer to the extent that the Developer is the record owner of fee simple title to any Home.

“Original Club Plan” shall have the meaning set forth in the preamble above.

“Owner” shall mean the record owner (whether one or more persons or entities) of the fee simple title to any Home. For purposes of this Club Plan,

“Parcel” shall mean a platted lot, tract, unit or other subdivision of real property located within the legal boundaries of the District, not including any such real property interest owned by the District. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

“Parking Areas” shall mean all areas designated for parking for use of the Club Facilities within the Club Facilities or the Common Areas.

“Public Records” shall mean the Public Records of Miami-Dade County, Florida, as applicable.

“Special Use Fees” shall have the meaning set forth in Section 6.7 hereof.

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration or the Club Rules and Regulations, as applicable.

2. **Non-Exclusive License.** The provisions of this Club Plan do not grant any ownership rights in the Club in favor of the Association, Members, Annual Members, Immediate Members, members of the public or Lenders, but, rather, grant a nonexclusive license to use the Club subject to the provisions of this Club Plan and the Club Rules and Regulations and subject to full compliance with all obligations imposed by this Club Plan and the Club Owner from time to time.

3. **Club Facilities.**

3.1 **Club Property.** Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner’s sole and absolute discretion. Likewise, Club Owner may elect to remove portions of the Club Property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions may cause an increase or decrease in Club Expenses.

3.2 **Construction of the Club Facilities.** Club Owner shall have the unequivocal right to:

3.2.1 Construct, reconstruct, in whole or in part, the Club and related improvements upon the Club Property, and make any additions, alterations, improvements, or changes thereto;

3.2.2 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for construction storage, or other purposes;

3.2.3 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club;

3.2.4 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion; and

3.2.5 all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.2.6 use the Common Areas for ingress and egress to and from the parking area for parking for the Club Property for the Club Owner, Members, Annual Members,

Immediate Family Members, members of the public, and the Club Owner's representatives, agents, guests, invitees, and vendors (collectively, the "Club Parties").

3.2.7 Exercise all Club Owner rights set forth in the Declaration.

3.3 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, remove, modify, alter or change the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

4. **Persons Entitled to Use the Club Facilities.**

4.1 Rights of Members. Each Member and his or her Immediate Family Members shall have such non-exclusive rights and privileges to use the Club Facilities as shall from time to time be granted by Club Owner. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home who will be the Member of the Club with respect to such Home.

4.2 Rights of Annual Members. Each Annual Member and his or her Immediate Family Members shall have the same non-exclusive rights and privileges as shall from time to time be granted by Club Owner to Members. Annual Memberships are open to any member of the public, whether a resident or non-resident, subject to reasonable limitations in number that may be imposed by the Club Owner from time to time. In order to exercise the rights of an Annual Member, a person must apply for and be issued an Annual Membership by the Club Owner. Annual Memberships shall be renewable on an annual basis. If an Annual Membership is acquired by a corporation, trust or other legal entity, then such Annual Member shall designate one (1) person who will exercise the rights of the Annual Member with respect to such Annual Membership.

4.3 Use by Persons Other than Members and Annual Members. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities available to individuals, persons, firms or corporations other than Members and Annual Members. Without limiting such rights, Club Owner has the right to reserve the Club Facilities for charitable, educational, social or business functions to the exclusion of the Members and Annual Members. Club Owner shall establish the fees to be paid, if any, by any person or entity using the Club who is not a Member or Annual Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Member's or Annual Member's obligations to the Club pursuant to this Club Plan, or give any Member or Annual Member the right to avoid any of the provisions of this Club Plan.

4.4 Subordination. This Club Plan and the rights of Members to use the Club Facilities are and shall be subject and subordinate to: (a) any mortgage, deed of trust, bond covenant or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental

authorities. This provision shall be self-operative. The Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club by District. The Club shall be under the complete supervision and control of the District, and its agents and designees.

5.2 Transfer of Club. The District, as Club Owner, may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time, provided that, while any Bonds remain outstanding, the District must have received an opinion of Bond Counsel to the effect that such transfer will not cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5.3 Ambiguities. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding.

6. Club Expenses.

6.1 Club Assessments. In consideration for acquiring and providing for use of the Club by the Members, the District intends to cover payment of the Club Expenses by levying Club Assessments against each Owner. Collection of Club Assessments from the Owners shall be pursuant to the provisions of Chapter 170 and 197, Florida Statutes, and other applicable laws, as amended from time to time. The District has financed Members' Club Expenses for Fiscal Year 2024, as part of the financing for the acquisition of the Club.

6.2 Club Dues. Club Owner will set the Club Dues to be payable in advance by Annual Members for the ensuing Membership year, which will be the twelve (12) month period commencing October 1 of each year and ending on September 30 of the succeeding year. Club Owner reserves the right to set the amount of such annual Club Dues to be payable by Annual Members at any level it deems appropriate, provided it is the intent of Club Owner that the Club Dues payable by an Annual Member approximate the amount of the annual Club Assessments levied by Club Owner against an Owner from time to time. All Club Dues are subject to payment by the Annual Member of any applicable sales, use or other taxes, fees and charges imposed by any governmental entity. Annual Members may not use the Club Facilities without payment in full of the Club Dues. Club Dues shall not be abated for any reason, including, without limitation, temporary unavailability of all or any portion of the Club Facilities, disability of the Annual Member or their absence from use of the Club Facilities.

6.3 Club Fees. Club Owner will, from time to time, determine the amount of Club Fees to be paid by Members, Annual Members, Immediate Family Members, and non-members for services provided at the Club (e.g., food and beverages), for use of the Club Facilities by members of the public, and for rental of the Club Facilities by Members, Annual Members, Immediate Family Members, and members of the public. All Club Fees are subject to payment of applicable sales, use or other taxes and required transfer fees or charges imposed by any governmental entity. The failure of any Member, Annual Member, Immediate Family

Member, or member of the public to pay Club Fees shall constitute grounds for suspension of use of the Club Facilities, to disciplinary action and exercise of available legal remedies by the Club Owner.

6.4 Club Dues and Fees Schedule. The Club Dues and Club Fees shall be established by the Club Owner and may be revised from time to time (the “**Club Dues and Fees Schedule**”).

6.5 Perpetual. Subject to the provisions of Chapter 170, Florida Statutes, and other applicable provisions of Florida law, each Member shall be obligated to pay Club Assessments regardless of: (i) whether there is a Home on the Member’s Parcel, (ii) if there is a Home located on the Member’s Parcel, whether the Home is occupied, foreclosed, destroyed, renovated, replaced, rebuilt or leased or (iii) whether the Member desires to or is physically capable of using the Club.

6.6 Individual Homes. Owners of individual Homes shall pay Club Assessments for one membership per Home. If an Owner owns more than one Home, Club Assessments are payable for each and every Home owned by such Owner.

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, specific charges, ticket, service and/or use fees and charges (“**Special Use Fees**”), for which one or more Members, Annual Members, or Immediate Family Members (but less than all Members and Annual Members) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Members, Annual Members, Immediate Family Members, and members of the public shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.8 Additional Club Fees. If a Member, Annual Member, Immediate Family Member, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Fees against such Member, Annual Member, or Immediate Family Member in the amount necessary to pay such increased cost or repair such damage.

6.9 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

7. **Determination of Club Expenses**.

7.1 Fiscal Year. The fiscal year for the Club shall be October 1 of each year to September 30 of the succeeding year.

7.2 Adoption of Budget. Club Assessments for Club operations, maintenance and renewal and replacements expenses shall be established by the adoption of a projected Club budget by Club Owner (the “**Budget**”). Written notice of the amount and date of commencement thereof shall be given in accordance with Chapter 190, Florida Statutes and other applicable law, as amended from time to time.

7.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is less than the actual Club Expenses, then the difference shall be subject to levy of an additional Club Assessment against the Owners.

7.4 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds funded by annual Club Assessments for the periodic maintenance, repair and replacement of improvements to the Club Facilities, and any required Bond covenants.

7.5 Collection. Club Owner shall determine from time to time the method by which Club Assessments, Club Dues, Club Fees, Special Use Fees and any other amounts due to Club Owner shall be collected. In addition to all rights of collection provided in this Club Plan and otherwise by law, the Pre-Transfer Club Owner shall continue to retain any and all rights set forth in the Pre-Transfer Club Plan or as provided by law to enforce the collection of Club Dues, Special Use Fees, Membership Fees (all as defined in the Pre-Transfer Club Plan) and other amounts due to the Pre-Transfer Club Owner under the Pre-Transfer Club Plan accrued through the date of the Club Plan Assignment, including, but not limited to, the right to foreclose any lien resulting from the non-payment of Membership Fees, as provided in the Pre-Transfer Club Plan (“**Pre-Transfer Club Plan Collection Rights**”), which Pre-Transfer Club Plan Collection Rights are incorporated into this Club Plan by reference as if fully stated herein.

8. Operations.

8.1 Control. The Club and the Club Facilities shall be under the complete supervision and control of Club Owner.

8.2 Club Manager. The District Manager may initially be the Club Manager, provided that, at any time, Club Owner may appoint a different Club Manager to act as its agent. The Club Manager and the District Manager may enforce the Club Rules and Regulations.

9. Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a location designated be the District within the Club Facilities visible to all Members without charge. Subject to review or approval by Bond Counsel, the District may lease or license any part of the Club Facilities to the Association for use for the benefit of residents of the Community.

10. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Annual Member, Immediate Family Member, and member of the public entitled to use the Club shall comply with following general restrictions:

10.1 Minors. The use of the Club by minors is governed by the AquaBella Club Rules and Regulations. Parents are responsible for the actions and safety of such minors and any damages to the Club Facilities. Club Owner is not liable for the actions of such minors.

10.2 Responsibility for Personal Property and Persons. Each Member, Annual Member, and member of the public using the Club Facilities assumes sole responsibility for its own health, safety and welfare, and the health, safety and welfare of his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each such person shall not allow any of the foregoing to damage the Club or interfere with the rights of other persons hereunder.

10.3 Vehicles and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Parking assumes all risk of loss with respect to his or her vehicle in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within vehicles and wallets, books, computers, cell phones, electronic devices, and clothing left in the pool area. No trailers or boats may be parked on the Club Property at any time.

10.4 Activities. Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every such person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. No person may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

10.5 Property Belonging to the Club. Property, furniture or equipment belonging to the Club shall not be removed from the room or area in which it is placed or from the Club Facilities.

10.6 Indemnification of Club Owner. **EACH MEMBER, ANNUAL MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, NON-MEMBER AND OTHER PERSON USING THE CLUB FACILITIES (EACH AN “INDEMNIFYING PARTY”) AGREES TO INDEMNIFY AND HOLD HARMLESS CLUB OWNER, DISTRICT MANAGER, AND CLUB MANAGER, THEIR OFFICERS, SUPERVISORS, PARTNERS, AGENTS, EMPLOYEES, AFFILIATES, DIRECTORS AND ATTORNEYS (COLLECTIVELY, “INDEMNIFIED PARTIES”) AGAINST ALL ACTIONS, INJURY, CLAIMS, LOSS, LIABILITY, DAMAGES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER (“LOSSES”) INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES FROM AND AFTER THE DATE HEREOF, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, AS A RESULT OF OR IN ANY WAY RELATED TO THE INDEMNIFYING PARTY’S ACTIONS RELATING TO OR ARISING OUT OF USE OF THE CLUB FACILITIES BY THE INDEMNIFYING PARTY AND THEIR IMMEDIATE FAMILY MEMBERS, AND GUESTS, OR THE INTERPRETATION OF THIS CLUB PLAN, AND/OR THE CLUB RULES AND REGULATIONS AND/OR FROM ANY ACT OR OMISSION OF THE CLUB OR OF**

ANY OF THE INDEMNIFIED PARTIES RELATED TO OR ARISING OUT OF THE FOREGOING. LOSSES SHALL INCLUDE THE DEDUCTIBLE PAYABLE UNDER ANY OF THE CLUB'S INSURANCE POLICIES. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

10.7 Attorneys' Fees. Should any Indemnifying Party bring suit against Club Owner, District Manager, or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Indemnifying Party shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal. Otherwise, in any dispute arising out of or related to this Agreement, each party shall bear its own attorney's fees and costs.

10.8 Indemnification of Pre-Transfer Indemnified Parties. The provisions of Section 14.6 of the Pre-Transfer Club Plan regarding indemnification of the Indemnified Parties by the Members and Immediate Family Members, as defined in Section 14.6, and the provisions of Section 14.7 regarding Attorney's Fees for such Indemnified Parties, shall remain in full force and effect as to the Indemnified Parties prior to the date of acquisition of the Club by the District for all acts or omissions of such Indemnified Parties incurred prior to the date of acquisition of the Club by the District.

10.9 Unrecorded Rules. Club Owner may adopt rules and regulations ("**Club Rules and Regulations**") from time to time. Club Owner may determine not to record such AquaBella Club Rules and Regulations; therefore, each Owner and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club and become familiar with the same. Such Club Rules and Regulations are in addition to the general restrictions set forth in this Club Plan, and shall be binding upon the Members, Annual Members, Immediate Family Members, and the general public.

10.10 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Members, Annual Members, Immediate Family Members, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time without notice.

11. Violation of the Club Rules and Regulations.

11.1 Basis for Suspension. The membership rights of a Member, Annual Member, or Immediate Family Member may be suspended by Club Owner if in the sole judgment of Club Owner:

11.1.1 such person is not an Owner, Lessee or Annual Member;

11.1.2 the Member or Annual Member violates one or more of the AquaBella Club Rules and Regulations;

11.1.3 an Immediate Family Member, a guest or other person for whom a Member or Annual Member is responsible violates one or more of the AquaBella Club Rules and Regulations;

11.1.4 a Member fails to pay Club Assessments or an Annual Member fails to pay Club Dues in a proper and timely manner, or an Member or Annual Member fails to pay Club Fees or Club Special Use Fees or fails to pay for damages incurred by Club Owner and invoiced to Member or Annual Member;

11.1.5 a Member, Annual Member, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner; or

11.1.6 Any other reasons as set forth in the Club Rules and Regulations

11.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any membership or use privileges to use any or all of the Club Facilities or services. By way of example, and not as a limitation, Club Owner may suspend the membership use rights of a Lessee if such Lessee's Owner fails to pay Club Assessments due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a person to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member) or Club Manager may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No person whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Assessments, Club Dues or any other fees, except as determined by Club Owner, in its discretion. Under no circumstance will a person's membership privileges be reinstated until all Club Assessments, Club Dues, Club Fees, Club Special Use Fees and other amounts due to the Club are paid in full. Other rights and remedies pertaining to suspension may be provided for in the Club Rules and Regulations.

12. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Assessments of Club Dues during casualty or reconstruction. After any reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner may terminate this Club Plan by document recorded in the Public Records, provided termination of the Club Plan shall not terminate Club Assessments.

13. Risk of Loss. Club Owner shall not be liable for, and the Members and Annual Members and members of the public using the Club Facilities assume all risks that may occur by

reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God or force majeure, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. No Member shall be entitled to cancel its obligations under this Club Plan or any abatement in Club Assessments of Club Dues on account of any such occurrence.

14. **Additional Indemnification of Club Owner.** EACH MEMBER, ANNUAL MEMBER, AND MEMBER OF THE PUBLIC UTILIZING THE CLUB FACILITIES COVENANT AND AGREE JOINTLY AND SEVERALLY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION OR DAMAGES ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, SUSTAINED ON OR ABOUT THE COMMON AREAS, CLUB PROPERTY, OR OTHER PROPERTY SERVING ASSOCIATION, AND IMPROVEMENTS THEREON, OR RESULTING FROM OR ARISING OUT OF ACTIVITIES OR OPERATIONS OF ASSOCIATION OR OWNERS, AND FROM AND AGAINST ALL COSTS, EXPENSES, COURT COSTS, COUNSEL FEES, PARAPROFESSIONAL FEES (INCLUDING, BUT NOT LIMITED TO, ALL TRIAL AND APPELLATE LEVELS AND WHETHER OR NOT SUIT BE INSTITUTED), EXPENSES AND LIABILITIES INCURRED OR ARISING FROM ANY SUCH CLAIM, THE INVESTIGATION THEREOF, OR THE DEFENSE OF ANY ACTION OR PROCEEDINGS BROUGHT THEREON, AND FROM AND AGAINST ANY ORDERS, JUDGMENTS OR DECREES WHICH MAY BE ENTERED RELATING THERETO, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

15. **No Waiver.** The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any person, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner shall be effective unless made by Club Owner in writing.

16. **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with the Community in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of the Community and property owned by Club Owner, shall be burdened with the provisions of this Club Plan. Every Owner, by acceptance of a deed, shall automatically assume and agree to comply with the provisions of this Club Plan.

17. **Resolution of Disputes.** CLUB OWNER, AND, BY ACCEPTANCE OF A DEED TO A HOME IN THE COMMUNITY, EACH OWNER AND LESSEE, AND EACH ANNUAL MEMBER AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE AND ANNUAL MEMBER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. NOTWITHSTANDING ANYTHING IN THIS CLUB PLAN TO THE CONTRARY, THE CLUB OWNER SHALL NOT BE LIABLE TO ANY MEMBER, ANNUAL MEMBER, OWNER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE, OR MEMBER OF THE PUBLIC UTILIZING THE CLUB FACILITIES, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE, AND MEMBER OF THE PUBLIC AGREES NOT TO BRING ANY CLAIM AGAINST CLUB OWNER AS A REPRESENTATIVE OF A CLASS OR TO PARTICIPATE AS A MEMBER IN ANY CLASS ACTION AGAINST CLUB OWNER. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN.

18. **Venue.** VENUE FOR THE RESOLUTION OF ANY DISPUTE ARISING OUT OF, REGARDING OR IN ANY WAY CONNECTED TO THE CLUB, THE CLUB PLAN OR USE OF THE CLUB FACILITIES SHALL LIE EXCLUSIVELY IN MIAMI-DADE COUNTY, FLORIDA.

19. **Release.** BEFORE ACCEPTING A DEED TO A HOME, OR BEFORE APPLYING FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME OR SUBMITTAL OF AN APPLICATION FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER AND ANNUAL MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A HOME OR APPLYING FOR AN ANNUAL MEMBERSHIP THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER OR ANNUAL MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY

RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER AND ANNUAL MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, SUPERVISORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA AND SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

20. **Amendment.** Club Owner shall have the right to terminate this Club Plan or amend any portion or portions of this Club Plan as it deems appropriate in its sole discretion, at any time and from time to time, without the joinder or consent of any person or entity whatsoever, and without notice. Club Owner's right to amend under this provision is to be construed as broadly as possible. Each Owner, Member and Annual Member agrees that he, she or it has no vested property, contract or other legal or equitable rights under current statutory or case law or otherwise with respect to any provision in this Club Plan. In the event of an ambiguity arising out of or related to this Club Plan, Club Owner shall have the sole right and authority to interpret the meaning of the Club Plan and resolve any ambiguities, the determination of the Club Owner shall be binding on all parties.

21. **Severability.** Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

22. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, e-mailed or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing, provided proof of receipt is required for emailed delivery of notice.

23. **Florida Statutes.** Notwithstanding anything in this Club Plan to the contrary, the provisions of Chapter 190, Florida Statutes, and other laws applicable to the District, as amended from time to time, shall control in the event of a conflict with or ambiguity in the terms of this Club Plan.

24. **Headings.** The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW, WHEREFORE, Two Lakes Community Development District has set its signature and seal below this ____ day of _____, 2024.

WITNESSES:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Signature Witness #1

Printed Name Witness #1

By: _____
Chairperson/Vice-Chairperson

Address: _____
_____, 2024

Signature Witness #2

Printed Name Witness #2

Address: _____

ATTEST:

Secretary/Asst. Secretary

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as Chairperson of Two Lakes Community Development District, on behalf of the District, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

[Notary Seal]

EXHIBIT “A”

LEGAL DESCRIPTION OF CLUB PROPERTY

[NOTE THAT THE OVERALL CLUB PROPERTY IS COMPRISED OF TWO PARCELS,
EACH OF WHICH HAS ITS OWN SEPARATE LEGAL DESCRIPTION DESCRIBED AS
PART OF THIS EXHIBIT

CLUBHOUSE 1: Tract “Q” of Aquabella Section One, as recorded at PB 172, PG 51 of the Public Records of Miami-Dade County, Florida (located at 10401 W 35 Lane, Hialeah, Florida 33018)

CLUBHOUSE 2: Tract “R2” of AquaBella North, as recorded in PB 172, PG 51 of the Public Records of Miami-Dade County, Florida (located at 11061 W 34 Way, Hialeah, Florida 33018)

EXHIBIT “B”

GENERAL DESCRIPTION OF CLUB FACILITIES

Table 1 - Clubhouse 1 Description			
Category	Description	Square Footage	Acreage
Property			
Property Address	10401 W 35 Lane, Hialeah, FL 33018		
County Folio No.	04-2016-006-3900		
Legal Description	Tract "Q" of AquaBella Section One, Plat Book 172, Page 51		
	Property Area (Per Plat)	83,912	1.93
Site Facilities			
	53 Parking Spaces (50 Regular + 3 Accessible)	16,860	
	Dumpster	270	
	Pool Equipment Areas (Mechanical / Electrical)	1,060	
	Landscaped Open Areas, Driveways and Paths	35,776	
	Sub-Total Site Facilities	53,966	1.24
Building Facilities			
Outdoor Recreational	Swimming Pool (100 Persons Maximum Occupancy)	4,985	

Table 1 - Clubhouse 1 Description			
Category	Description	Square Footage	Acreage
	Pool Deck No. 1 by Swimming Pool (268 Max. Occupancy)	8,016	
	Spa (4 Persons Maximum Occupancy)	196	
	Pool Deck No. 2 by Spa (87 Persons Maximum Occupancy)	2,588	
	Kids Area (164 Persons Maximum Occupancy)	4,904	
	Sub-Total Outdoor Recreational Facilities	20,689	0.47
Indoor, Air Conditioned			
	Lobby (64 Persons Maximum Occupancy)	947	
	Exercise Room (20 Persons Maximum Occupancy)	952	
	Kids Room (11 Maximum Occupancy)	165	
	Reception (1 Maximum Occupancy)	74	
	Office (3 Persons Maximum Occupancy)	220	
	Lounge / Meeting / Game Room (131 Maximum Occupancy)	912	
	Serving Area (2 Persons Maximum Occupancy)	196	
	Foyer	394	
	Restrooms, Halls, Storage, Lockers, Mechanical, Electrical	2,350	
	Sub-Total Indoor Air-Conditioned Spaces	6,210	0.14
Roof Covered			
	Covered Terraces (93 Persons Maximum Occupancy)	2,420	
	Covered Entry	627	
	Sub-Total Roof-Covered Spaces	3,047	0.07
Summary of Areas			
	Site Facilities	53,966	
	Building Facilities	29,946	
	Total Property Area	83,912	1.93

Table 2 - Clubhouse 2 Description			
Category	Description	Sq. Footage	Acreage
Property			
Property Address	11061 W 34 Way, Hialeah, FL 33018		
County Folio No.	04-2016-008-7690		
Legal Description	Tract "R2" of AquaBella Section North, Plat Book 174, Page 1		
	Property Area (Per Plat)	110,712	2.54
Site Facilities			
	64 Parking Spaces (62 Regular + 2 Accessible)	17,640	
	Dumpster	220	
	Pool Equipment Areas (Mechanical / Electrical)	400	
Table 2 - Clubhouse 2 Description			
Category	Description	Sq. Footage	Acreage
	Landscaped Open Areas, Driveways and Paths	77,011	
	Sub-Total Site Facilities	95,271	2.19
Building Facilities			
Outdoor Recreational	Swimming Pool (68 Persons Maximum Occupancy)	3,390	
	Pool Deck (572 Max. Occupancy)	8,580	
	Spa	79	
	Sub-Total Outdoor Recreational Facilities	12,049	0.28
Indoor, Air Conditioned	Social Room (99 Persons Maximum Occupancy)	689	
	Exercise Room (11 Persons Maximum Occupancy)	534	
	Reception / Office (2 Maximum Occupancy)	120	
	Serving Area (2 Persons Maximum Occupancy)	190	
	Foyer (4 Persons Maximum Occupancy)	59	
	Restrooms, Halls, Storage, Lockers, Mechanical, Electrical	875	
	Sub-Total Indoor Air-Conditioned Spaces	2,467	0.06
Roof Covered			
	Covered Terrace (42 Persons Maximum Occupancy)	629	
	Covered Entry	188	
	Covered Secondary Entry	38	
	Storage	70	
	Sub-Total Roof-Covered Spaces	925	0.02
Summary of Areas			
	Site Facilities	95,271	
	Building Facilities	15,441	
	Total Property Area	110,712	2.54



Decide with Confidence and Reduce Your Risk

Not all companies are equal regarding their qualifications or inspection methods. We strive to provide the best-qualified evaluation and customer support.

- **Qualifications**: Our dedicated inspectors who are NIBI (National Institute of Building Inspectors) trained and certified and have on-going training and support.
- **Guarantee**: Our 90 Day Inspection Guarantee (Limited Repair Reimbursement Guarantee-read the simple terms) protects you against unforeseen repairs during the guarantee term on eligible elements. This is not an 800 number to call via third-party limited insurance (example “5-year leak free”). It’s our own. And it goes beyond 90 days (*that is usually the time it takes for you to move!*). Termite-free is guaranteed for 90 days with all WDO Inspections.
- **Reputation**: Our reputation has 42 years of history. With a Net Promoter Score of 92, our customer satisfaction ranking is higher than Apple and Ritz-Carlton. That's why we have been referred to as the best inspection protection, since 1979.

Educational Information You Understand

The question is asked of us all the time. “Should I attend the inspection?” YES! You will be given a broad spectrum of education on the systems, components and maintenance items for your home.

Our exclusive report is simple to read, it provides recommendations and maintenance tips. You can also access the report from your cell phone without missing pictures. A separate summary provides the most relevant issues and estimated cost of repairs. All ready on the following day. Also included: Build Fax: The history of property permits filed electronically (via third-party provider).

Save Time and Money

Save time and money when you move to your new home! All benefits are provided at no additional cost with your inspection.

- **Get the value your inspection fee back!** Use our Buyer Benefits to save up to 30% with storage, boxes, moving companies (Penske), appliances (Sears, Home Depot), decor (Pier 1), locksmiths, etc., with major national brands. Discounts could potentially exceed your inspection cost by more than 100%. (Click here to watch the video)
- **Save 5 hours on the phone!** HouseMaster can also help get all your connections set up: internet, phone, water/sewer, electric, cable, and more. Quote comparisons. Installation coordination. A big help when you are moving to your new home!

RE: Your Home Inspection Quote



Buying a home is exciting! We wish all the best for you. We feel honored to be able to help you in this process.

Decide with Confidence and Reduce Your Risk

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- **Save 5 hours on the phone!** HouseMaster can also help get all your connections set up: internet, phone, water/sewer, electric, cable, and more. Quote comparisons. Installation coordination. A big help when you are moving to your new home!

FEES

Total inspection & report w/guarantees:

3429 W 110th Terrace, Hialeah, FL 33018

built, 0 sq.ft.

Inspection Fee:

\$3200.00

Total:

\$3,200.00

Services Included;

1-Structural

2-Roof

3-Exteriors and Site Elements

4-Electrical system

5-Plumbing System (includes all bathrooms)

6-HVAC system

7-Interiors (walls , ceilings, floors). Also included is visual detection of water damage or visual mold evidence.

8-Pool and equipment



9-Wood Destroying Organism Inspection ---NO CHARGE

10-Air Mold test includes report from accredited laboratory ----Add for \$575

Payment is due at the time of the inspection. We accept personal checks or major credit cards and online payments (we will send you a payment link for your convenience).

Next Steps

- Confirm this proposal acceptance.
- We'll confirm, e-notify all parties.
- We will send you the Order Agreement. This is the contract for our service that you should read and sign before the inspection, for your protection.

Keep Your Home Safe and Well Maintained

Going beyond the inspection: we support keeping your home in top shape.

- **Keep track of product recalls.** Alerts will inform you of recalls on appliances, electronics, and even your vehicles. You can help to keep your family safe by tracking anything in your home that has a serial number. ([click here for video](#))
- **Keep your home well maintained:** Schedule maintenance reminders to ensure that you will always know exactly what your home needs. Automatic email reminders will take the guesswork out of routine maintenance tasks and potentially save you thousands in unnecessary repair work or damage. We have found in our inspection reports that 86% of issues are maintenance related!

One Stop Shop

We offer a wide range of optional ancillary services:

- Termite (WDO) - For all properties, including condos and new construction. A must for VA loans.
- Swimming Pool - Optional inspection, evaluates the functionality of the elements.
- Wind Mitigation - Don't miss insurance discounts for all single-family homes and condos. Save up to 50% on your yearly premium.
- 4 Point Insurance report - For any non-condo property 30+ years. A must for REO.
- Indoor Air Quality Mold Test - Foreclosure, family allergies, unoccupied or vacant, water leak.
- Radon Gas - Miami-Dade is in the top 37% of FL incidence. Radon is the 2nd leading cancer cause besides smoking.
- Sewer Line Inspection - 50 yrs.+ properties, especially if cast iron. Strongly recommended.
- Water Quality Test - Private water systems, water well. e.g. unincorp Miami-Dade.
- Seawall Inspection - Any property with a boat dock. By a certified professional diver.
- Lead Paint - Pre-1978 paint.



- Defective Drywall - 2002 - 2007 areas of S. FL exposed during drywall shortage.
- Septic Tank - Cleaning and inspection. Performed by third party.

We provide optional mold test for your peace of mind, which can be offered during the inspection, in order to perform additional investigation for possible mold.

Contact us with any questions on the information provided or if there is any way we can assist you.

Sincere Regards,

Michel Aguiar

Office (305) 220-3900



FEES

Total inspection & report w/guarantees:

10401 W 35th Ln, Hialeah, FL 33018

built, 0 sq.ft.

:

\$3580.00

Total:

\$3,580.00

Services Included;

1-Structural

2-Roof

3-Exteriors and Site Elements

4-Electrical system

5-Plumbing System (includes all bathrooms)

6-HVAC system

7-Interiors (walls , ceilings, floors). Also included is visual detection of water damage or visual mold evidence.

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