



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
SEPTEMBER 26, 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

September 26, 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. July 25, 2024 Regular Board Meeting & Public Hearing’s.....Page 2
- G. **Public Hearing**
 - 1. Proof of Publication.....Page 10
 - 2. Receive Public Comments Regarding Adopting the Aquabella Club Rules and Regulations
 - 3. Consider Resolution No. 2024-10 – Adopting the Aquabella Club Rules and Regulations.....Page 13
- H. Old Business
 - 1. Staff Report: As Required
- I. New Business
 - 1. Consider Approval of the First Supplemental to the Master Assessment Methodology Report.....Page 72
 - 2. Consider Resolution No. 2024-11 – Adopting a Delegation Resolution.....Page 83
 - 3. Consider Resolution No. 2024-12– Adopting Goals and Objectives.....Page 93
 - 4. Accept and Receive Order to Show Cause in Bond Validation Proceeding.....Page 97
 - 5. Discussion Regarding Clubhouse Inspection and Environmental Inspection.....Page 101
 - 6. Discussion Regarding Clubhouse Management Agreement, Clubhouse Landscape Maintenance Agreement and Clubhouse Security Agreement
- J. Administrative Matters
 - 1. Legislative Memo.....Page 102
- K. Board Member & Staff Closing Comments
- L. Adjourn

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
AMENDED FISCAL YEAR 2023/2024 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:

February 22, 2024

March 28, 2024

April 25, 2024

May 23, 2024

June 27, 2024

July 25, 2024

September 26, 2024

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 02/12/24

W00000000

Publication Dates

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARINGS
JULY 25, 2024

A. CALL TO ORDER

District Manager Armando Silva called to order the July 25, 2024, Regular Board Meeting of the Two Lakes Community Development District at 6:15 p.m. in the Aquabella Clubhouse Meeting Room 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 July 5, 2024, and July 12, 2024, 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 Carlos Mendiluze 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 Ginger Wald (via speaker phone) of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance were: Jennifer Chavez; Brian De Bien; Eugene & Jessica Sanchez; Aziray Bustamaute; Fidel Zarola; Solange Garcia; Romsa Enterprise Inc; Olga Giraldo; Lilly Bermudez Napoles; Cristina Gonzalez; Kimberly Hernandez; Eloy Jimenez; Jose Rios; Cristina Enrique; Michael & Lynn Sofizauro; Guillermo Mateo; Michael Manito; Tanjeel Ur Rahman; Ixed Nieto; Ernesto Gonzalez; Julio C Bacuy Lima; Kimberly Giralt; Cesar Perdomo; Mariano Ludevid; Madamrys Rijos; Orlando Bracho; Stacy-Ann & Dane Rombolly; Cesar A Garcia; Maria Rojas; Sheryl Chang Mendez; Julio Nieto; Ernesto Guilarte.

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 27, 2024, Regular Board Meeting

Mr. Silva distributed the minutes of the June 27, 2024, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Mr. Noriega,

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
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JULY 25, 2024

seconded by Ms. Feruffino and unanimously passed approving the minutes of the June 27, 2024, Regular Board Meeting, *as presented*.

Note: At approximately 6:17 p.m., Mr. Silva recessed the Regular Meeting and opened the Public Hearing Sessions regarding the 2024 Project within the District.

G. PUBLIC HEARING – Levy Assessments (2024 Project)
1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on July 5, 2024, and July 12, 2024, as legally required

2. Receive Public Comment on the District’s Intent to Levy Non-Ad Valorem Assessments

Mr. Silva gave a brief summary of the 2024 Project (proposed acquisition of the Aquabella clubhouses) and advised that a First Class mailing had been sent on June 24, 2024, to all property owners within the District, advising of the proposed 2024/2025 assessment levy (describing the 2024 Project) and the date of this evening’s public hearing. He further stated that the purpose of this portion of the Public Hearing was to receive comments/testimony from affected property owners as to the propriety and advisability of purchasing the Clubhouse and recreational amenities and funding same with the levy of special assessments on all assessable property/lots within the District. Furthermore, based on public comments, the Board would then be asked to make a final decision on the levy of said assessments. There were approximately 36 +/- current resident Club members present. Many residents asked questions regarding the District’s proposed acquisition and the amount of their individual assessment levy. During the public comment portion of the Public Hearing, Mr. Silva explained the benefits of the proposed 2024 Project with emphasis on (i) fixed annual membership dues for resident members; (ii) ownership control of the Clubhouse and facilities; (iii) a voice in establishing Club rules, hours, fees and regulations; (iv) a voice in setting the annual operating and maintenance (“O&M”) budget for the Club; (v) ability of the District to collect assessments on the Miami-Dade County real estate property tax bill thereby reducing/eliminating membership fee collection costs; and (vi) monthly fee structure that current resident members pay to use the Club will be eliminated. For the record, there were no attending residents that spoke negatively about the 2024 Project.

Mr. Silva then closed the public comment portion of the Public Hearing.

3. Consider Approval of 2024 Project and Levy of Special Assessments based on Comments from the Public

Mr. Silva stated that the Board had previously discussed, at the request of the Aquabella Homeowners Association (the “HOA”), moving forward with the financing of the 2024

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARINGS
JULY 25, 2024

Project and the levy of special assessments to pay for the 2024 Project improvements, as described in the 2nd Supplemental Engineer's Report dated and accepted by the Board of Supervisors on June 12, 2024 ("Engineer's Report") and in the Master Special Assessment Methodology Report dated and accepted by the Board of Supervisors on June 12, 2024 ("Master Report"). Furthermore, Mr. Silva stated it would be in order to make a motion to approve the 2024 Project, as contemplated and described in the District Engineer's Report and to also approve the levying of special assessments on assessable and benefitted property within of the District to pay for the 2024 Project, as outlined in the Master Report. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Ms. Feruffino and unanimously passed approving the 2024 Project and the Levying of Special Non-Ad Valorem Assessments on all assessable land within the District.

4. Consider Adjusting and Equalizing of Non-Ad Valorem Special Assessments

Mr. Silva stated that the District's Board of Supervisors would now sit as the *Equalization Board* acting on the fairness and the apportionment (allotment) of the proposed special assessments. This Equalization Board is to hear and consider any and all public concerns/complaints regarding the special assessments and then, adjust and equalize the special assessments on a basis of just and right. There were approximately 36 +/- resident members in attendance and their comments were received by the Board, after which, and based upon the approved Master Report and Engineer's Report, Mr. Silva called for a motion to confirm the fairness, equity and apportionment of the proposed 2024 Project special assessments. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Ms. Feruffino and unanimously passed approving the fairness, equity and apportionment of the special assessments for of the District related to the 2024 Project and as such, the special assessments are hereby confirmed.

Mr. Silva then closed the meeting of the *Equalization Board*.

5. Consider Resolution No. 2024-07 – Authorizing the 2024 Project, Equalization of Special Assessments, Levying of Non-Ad Valorem Assessments, Utilization of Chapter 197, F.S., for the Levy, Collection and Enforcement of Special Assessments and Adoption of a Final Assessment Roll

Resolution No. 2024-07 was presented, entitled:

RESOLUTION NO. 2024-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARINGS
JULY 25, 2024

AUTHORIZING THE FINANCING OF THE ACQUISITION OF 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.

Mr. Silva explained that Resolution No. 2024-07 summarizes the Board’s authority to approve the 2024 Project, the issuance of one Series of Bonds for the financing the District’s 2024 Project improvements described in the Engineer’s Report, equalizing, approving, confirming and levying the non-ad valorem special assessments, payment of non-ad valorem special assessments and the method of collection for the non-ad valorem special assessments and that it would be in order to consider approval of Resolution No. 2024-07. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Ms. Feruffino and unanimously passed approving and adopting Resolution No. 2024-07, *as presented*, thereby approving the 2024 Project; and the issuance of Bonds to finance the 2024 Project (public improvements); and equalizing, confirming and levying of non-ad valorem special assessments; and the payment and method of collection of the special assessments.

At approximately 7:32 p.m., Mr. Silva closed the Public Hearing Session on the Levy of Non-Ad Valorem Special Assessments related to the 2024 Project; and simultaneously opened the Public Hearing Sessions to discuss the District 2024/2025 FY Budget and Assessments Roll.

H. PUBLIC HEARING – Final Budget
1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on July 5, 2024, and July 12, 2024, as legally required.

2. Receive Public Comment on Fiscal Year 2024/2025 Final Budget and Non-Ad Valorem Special Assessments

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Mr. Silva opened the public comment portion of the public hearing to receive comments regarding the Fiscal Year 2024/2025 Final Budget and Non-Ad Valorem Special Assessments. Mr. Silva stated that the debt assessment portion for the 2024 Project was expected to be lower due to favorable market bond interest rates. The final debt assessment number will be available upon pricing of the 2024 Series Bonds. Upon completion of the public comment portion of the public hearing, Mr. Silva closed the comment portion and asked the Board to consider and approve Resolution No. 2024-08.

3. Consider Resolution No. 2024-08 – Adopting the Fiscal Year 2024/2025 Final Budget

Mr. Silva presented Resolution No. 2024-08, entitled:

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 INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva stated that the document provides for the adoption of the Fiscal Year 2024/2025 Final Budget and non-ad valorem special assessment tax roll. A copy of the tax roll was provided at the meeting. A discussion ensued after which:

A **motion** was made by Mr. Javier, seconded by Mr. Zayas and unanimously passed approving and adopting Resolution No. 2024-08, *as presented*, thereby setting the District's fiscal year 2024/2025 final budget and approving the non-ad valorem special assessment tax roll.

Note: At approximately 8:21 p.m., Mr. Silva closed the Public Hearing Session and simultaneously reconvened the Regular Board Meeting.

I. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

J. NEW BUSINESS

1. Consider Resolution No. 2024-09 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Mr. Silva presented Resolution No. 2024-09, entitled:

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JULY 25, 2024

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.**

Mr. Silva provided a brief explanation for the resolution. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Ms. Feruffino and passed unanimously approving and adopting Resolution No. 2024-09, *as presented*, thereby establishing the 2024/2025 Fiscal Year Regular Meeting Schedule; and authorizing the publication of the 2024/2025 Regular Meeting Schedule, as required by law.

2. Discussion Regarding Updated Engineer's Report

Mr. Silva advised of a revision made in the Engineer's Report. The revision was made to the Plat Book number reflected in the third paragraph of the introduction. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Ms. Feruffino and unanimously passed to accept the revision made to the 2nd Supplemental Engineer's Report dated and accepted by the Board of Supervisors on June 12, 2024.

3. Consider Approval of Agreement for Sale and Purchase (Aquabella Club Clubhouse)

Ms. Smoker advised that she had reviewed the Agreement for Sale and Purchase {Aquabella Club, Clubhouse} (this "Agreement") between Two Lakes Lennar LLC ("Seller") and Two Lakes Community Development District ("District"), and several changes were sent to the Seller's Counsel for consideration. A discussion ensued after which:

A **motion** was made by Ms. Noriega, seconded by Ms. Feruffino and unanimously passed approving the Agreement for Sale and Purchase {Aquabella Club, Clubhouse} between Two Lakes Lennar LLC and Two Lakes Community Development District, in substantially final form, subject to review and approval by Carlos Mendiluze, on behalf of the Two Lakes Community Development District Board of Supervisors.

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

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARINGS
JULY 25, 2024

Ms. Smoker provided the Board Members with an overview of the following documents: (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. A discussion ensued after which the Board requested that the Club Hours, Fees and Charges be approved via resolution and that an exhibit be added with the proposed Club Hours, Fees and Charges so that it can be easily amended in the future.

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

Ms. Smoker stated that pursuant to Chapters 120, 190, *Florida Statutes*, the District must hold a public hearing to consider adopting the Club Rules, Regulations and Fees. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Ms. Feruffino and passed unanimously setting a Public Hearing for the purpose of hearing public comment on the adoption of the Club Rules, Regulations and Fee Structure for September 26, 2024, at 6:00 p.m. in the Aquabella Clubhouse Meeting Room located at 10401 W 35th Lane, Hialeah, Florida 33018; and authorizes the publication of the Rulemaking Notice and Public Hearing, as required by law.

6. Discussion Regarding Clubhouse Inspection

Mr. Silva presented the Board with two (2) proposals from House Master Inspections pertaining to the full inspection of the 2 Aquabella clubhouses. A discussion ensued after which:

A **motion** was made by Ms. Feruffino, seconded by Mr. Noriega and unanimously passed approving both proposals from House Master Inspections for an amount not to exceed \$6,780.

L. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There were no administrative & operational matters to discuss at this time.

M. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Silva reminded the Board that the next meeting would be held on September 26, 2024, at 6:00 p.m. in the Community Clubhouse Meeting Room.

N. ADJOURNMENT

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REGULAR BOARD MEETING & PUBLIC HEARINGS
JULY 25, 2024

There being no further business to come before the Board, a **motion** was made by Ms. Feruffino, seconded by Mr. Noriega and passed unanimously adjourning the meeting at 7:59 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



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
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142132	584644	Print Legal Ad-IPL01899470 - IPL0189947	Two Lakes CDD - Notice o	\$655.09	2	44 L

Attention: Laura J. 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 RULE DEVELOPMENT BY THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the **Two Lakes Community Development District (the "District")** hereby gives notice of its intention to adopt the Aquabella Club Rules and Regulations, Club Schedule of Hours of Operation, Rental Policies, Procedures and Regulations, and the Club Schedule of Hours of Dues, Fees, Charges, Areas & Fees for Rental (collectively, the "Club Rules"), which Club Rules will govern the operations, usage, and rental of the District's two (2) clubhouses and other facilities, including related recreational amenities within the boundaries of the District, and as described on Tract R2, Aquabella North Plat, as recorded at Plat Book 174, Page 1 in the Public Records of Miami-Dade County Florida, and Tract Q, Aquabella Section One Plat, as recorded at Plat Book 172, Page 51 of the Public Records of Miami-Dade County, Florida.

The purposes of the proposed revisions and updates is to provide for efficient and effective District operations of the District Clubhouse facilities while preserving District-owned facilities. Specific legal authority for the Aquabella Club Rules and Regulations includes Sections 190.011(5), 190.012, 190.035, 120.54, and 120.81, Florida Statutes.

Copies of the proposed Club Rules may be obtained by visiting the District's website at www.twolakescdd.org or by contacting the District Manager, Armando Silva, Special District Services, Inc., 8785 SW 165th Avenue, #200, Miami, Florida 33193, and/or by calling 786-313-3661.

A public hearing on the adoption of the proposed Club Rules will be conducted by the District's Board of Supervisors on September 26, 2024, at 6:00 p.m. in the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018. Members of the public may also participate in this meeting from their computer, tablet, or Smartphone by going to:

<https://us02web.zoom.us/j/86784908809?pwd=RakpKP1E4qGpQ8ly-7F769b5bBpaWw6.1>
or by dialing: 1-305-224-1968

Meeting ID: 86784908809

**District Manager
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**

www.twolakescdd.org
IPL0189947
Aug 26 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

1 insertion(s) published on:

08/26/24

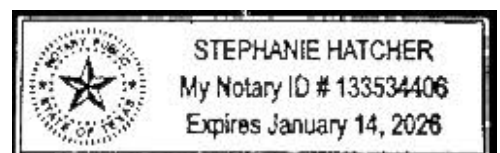
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in 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 26th day of August 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!



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
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142132	585045	Miami Herald Two Lakes CDD - Notice of Rulemaking of 9/26	Two Lakes CDD - Notice o	\$2,680.39	3	10.18 in

Attention: Laura J. Archer
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

larcher@sdsinc.org

Copy of ad content
is on the next page

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

1 insertion(s) published on:

08/27/24

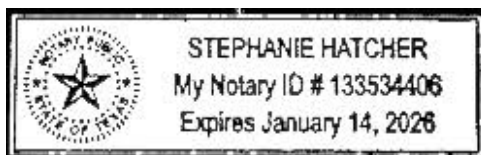
Affiant further says that the said Miami Herald is a
newspaper published at Miami, in the said Miami-Dade
County, Florida and that the said newspaper has
heretofore been continuously published in said Dade
County, Florida each day and has been entered a second
class mail matter at the post office in 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 4th day of
September 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!

**NOTICE OF RULEMAKING
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
AND PUBLIC HEARING THEREON
AND REGULAR BOARD MEETING**

In accordance with Chapters 190 and 191, Florida Statutes, the Two Lakes Community Development District (the "District") hereby gives notice of its intent to adopt the Aquabella Club Rules and Regulations, Club Schedule of Hours of Operation, Rental Policies, Procedures and Regulations, and the Club Schedule of Hours of Use, Fees, Charges, Arrears & Fees for Rental (collectively, the "Club Rules"), governing the operations, usage, and rental of the District's two (2) condominiums and other facilities, including related recreational amenities within the boundaries of the District, and described as on Tract R3, Aquabella North Plat, as recorded at Plat Book 174, Page 1 in the Public Records of Miami-Dade County Florida, and Tract G, Aquabella South Plat, as recorded at Plat Book 175, Page 61 of the Public Records of Miami-Dade County, Florida.

The purpose of the proposed rulemaking and updates is to provide for more efficient and effective District operations of the District Clubhouse facilities, while preserving District-owned facilities. Specific legal authority for the Aquabella Club Rules and Regulations includes Sections 190.011(5), 99.012, 190.005, 190.04, and 190.01, Florida Statutes.

Copies of the proposed Club Rules may be obtained by visiting the District's website at www.twolakesd.com or by contacting the District Manager, Armando Silva, Special District Services, Inc., at 4793 SW 190th Avenue, #400, Miami, Florida 33199 and/or by calling 786-315-3661.

The Board of Supervisors (the "Board") of the District will hold a public hearing on September 28, 2024, at 5:00 p.m. in the Aquabella Clubhouse located at 10401 W 68th Lane, Miami, Florida 33199, to receive public comment receive public comment on the adoption of the Aquabella Club Rules and Regulations, Club Schedule of Hours of Operation, Rental Policies, Procedures and Regulations, and the Club Schedule of Hours of Use, Fees, Charges, Arrears & Fees for Rental ("Club Rules"). The public hearing will provide an opportunity for the public to address and comment upon the proposed Club Rules. The proposed Club Rules may be adjusted or modified at the public hearing pursuant to discussion by the Board of Supervisors and public comment.

Members of the public may also participate in this meeting from their computer, tablet, or smartphone by going to:

<https://meet.twolakesd.com/j/60794608687?pwd=54pJOT15dGp0ZG9777F0B2E2pW06.1>
or by dialing: 1-800-855-7899

Meeting ID: 60794608686

In addition to the public hearing on the Club Rules, the Board will also hold its regular Board of Supervisors meeting in accordance, in addition to the Club Rules, each other District business that may lawfully and properly come before the Board.

Participants are strongly encouraged to submit questions and comments to the District via e-mail at info@twolakesd.com or by calling 786-315-3661 by September 12, 2024, at 5:00 p.m. in advance of the public hearing to facilitate the Board's consideration of such questions and comments during the public hearing. Please check the District's website at www.twolakesd.com or contact the District at 786-315-3661 or at info@twolakesd.com at least one business day prior to the scheduled public hearing for updated information.

The proposed Aquabella Club Fee Schedule is set forth below:

PROPOSED CLUB RULES, FEES AND CHARGES

CONTRIBUTOR	AMOUNT
ANNUAL RESIDENT CLUB DUES - Residents (1)	\$2,175
ANNUAL RESIDENT CLUB DUES - Non-Residents	\$2,175
BIENIUM FINE FEE	\$15.00
PERSONAL TRAINER FEE	\$15.00
LEASE APPLICATION PROCESSING FEE	\$25.00
MEMBERSHIP CARD REPLACEMENT FEE	\$15.00
ADDITIONAL MEMBERSHIP CARDS (per Club Rules)	\$50.00
LATE PAYMENT FEES	\$15.00 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. An Annual Club Membership for Annual Members may be purchased on a prorated basis for such fiscal year paid for non-residents, based on the schedule above.

*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.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICAN WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN AT LEAST THREE DAYS PRIOR TO ANY PROCEEDINGS, CONTACT DISTRICT MANAGER, ARMANDO SILVA, SPECIAL DISTRICT SERVICES, INC. AT (786) 315-3661.

All interested parties may appear at the above public meeting at the stated time and place. Any person who wishes to provide the District with a proposed or a lower cost regulatory alternative as provided by Section 190.01(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice. This public hearing may be continued to a date, time and place to be specified in the record of the hearing. The public record of this meeting may be examined at the office of the District Manager set forth above.

Pursuant to Section 286.0105, Florida Statutes, Two Lakes Community Development District advises the public that: if a person desires to appeal any decision made by this Board with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to know that a written record of the proceedings is made, which record includes the testimony and addresses upon which the appeal is to be based. This notice does not constitute consent by the Board for the introduction of admission of evidence of alternative inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

District Manager

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

www.twolakesd.com

PUBLISHED: MIAMI HERALD 08/27/24

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE AQUABELLA CLUB CLUB RULES AND REGULATIONS; ADOPTING THE CLUB SCHEDULE OF HOURS OF OPERATION, RENTAL POLICIES, PROCEDURES AND REGULATIONS; ADOPTING THE CLUB SCHEDULE OF DUES, FEES, CHARGES, AREAS & FEES FOR RENTAL; AUTHORIZING THE EXECUTION AND RECORDING OF THE AMENDED AND RESTATED AQUABELLA CLUB CLUB PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Two Lakes Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hialeah, Miami-Dade County, Florida; and

WHEREAS, the District is in the process of acquiring the two clubhouse facilities constituting the Aquabella Club and the real property upon which such are situated, which property is more particularly described as Tract Q of Aquabella Section One Plat, as recorded at Plat Book 172, Page 51 and Tract R2 of Aquabella North Plat, as recorded at Plat Book 174, Page 1 in the Public Records of Miami-Dade County, Florida (collectively, the “Club Property”); and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District Board has determined that is necessary to adopt those certain rules and regulations pertaining to the use of the Aquabella Club and the Club Property, as well as a schedule of hours, and facility rental policies governing the use of the Clubhouse and its various recreational facilities, amenities and areas, providing for membership provisions, providing for suspension for violations of the Aquabella Club Club Rules and Regulations; and

WHEREAS, the District Board has further determined that is necessary to adopt those certain rates, fees and charges pertaining to non-resident membership, annual fee, guest pass fees, lease application processing fees, membership card fees, facility rental fees and deposits, and such other fees as provided herein; and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to consider the adoption of the

Aquabella Club Club Rules and Regulations (the “Club Rules”), the Aquabella Club Club Schedule of Hours of Operation, Rental Policies, Procedures and Regulations (the “Club Schedule”), and the Aquabella Club Club Schedule of Dues, Fees and Charges Areas & Fees for Rental (the “Club Fee Schedule”), as contemplated herein; and

WHEREAS, the District Board has determined that the Club Rules, Club Schedule, and Club Fee Schedule shall be effective upon the District’s acquisition of the Club Property; and

WHEREAS, in connection with the acquisition of the Club Property, it is necessary to amend the Aquabella Club Club Plan recorded at Official Records Book 30737, Page 1811 in the Public Records of Miami-Dade County, Florida (the “Original Club Plan”);

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

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The following are hereby adopted and enacted by the District, effective upon the District’s acquisition of the Club Property:

- A. The Club Rules, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and
- B. The Club Schedule, a copy of which is attached hereto and incorporated herein as Exhibit “B”.
- C. The Club Fee Schedule, a copy of which is attached hereto and incorporated herein as Exhibit “C”.

Section 3. In order to effectuate the necessary changes to the Original Club Plan associated with the District’s acquisition of the Club Property, the proper District officials are hereby authorized to execute the Amended and Restated Aquabella Club Club Plan attached hereto and incorporated herein as Exhibit “D” (the “Amended Club Plan”), which Amended Club Plan shall be recorded in the Public Records of Miami-Dade County, Florida or if the Club Property has first been conveyed to the District.

Section 4. The District Manager shall include the Club Rules, the Club Schedule, the Club Fee Schedule, and the Amended Club Plan, as each is amended from time to time by the District Board, in the Official Records of Proceeding of the District, and shall maintain the same on the District’s website.

Section 5. The District Manager is hereby directed to take all actions consistent with this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Two Lakes Community Development District, this **26th** day of **September**, **2024**.

Attest:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman, Board of Supervisors

EXHIBIT “A”

CLUB RULES

**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 acknowledgment of membership, which shall be in the form of a Membership Card, fob, access card, smartphone app membership, or other form of membership utilized by the District (“**Acknowledgment of Membership**”), 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 Acknowledgment of Membership 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 six (6) 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 are required to register with Club staff before using Club Facilities. 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 nontransferable. 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. Persons may not bring a personal trainer into the Exercise Room, Pool, Clubhouse, Club Facilities, or otherwise.

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

1.7.1 Requirement to Present Form of Acknowledgment of Membership. A form of Acknowledgment of Memberships, Caregiver Passes, and Guest Passes must be presented when requested for use of the Club Facilities.

1.7.2 Transfer of Acknowledgment of Memberships. Acknowledgment of Memberships are the property of the District and are not transferable. An Acknowledgment of Membership may not be used by any person other than the person to whom it is issued. All forms of Acknowledgment of Memberships are the property of the Club.

1.7.3 Lost Acknowledgment of Memberships. You must immediately notify the Club in writing of a lost or stolen Acknowledgment of Membership. The replacement fee for an Acknowledgment of Membership shall be established from time to time by the District. If an unauthorized person uses the Acknowledgment of Membership, 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 under eighteen (18) years of age are not 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 eighteen (18) 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 shall not exceed 5-quarts (4.75 liters) capacity and are subject to inspection by the District Manager, Club manager or Club staff at any time.

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 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 Acknowledgment of Memberships. Everyone must register and present a form of Acknowledgment of Membership 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 a form of Acknowledgment of Memberships, Guest Passes or Monthly Guest Passes with them and present the form of Acknowledgment of Membership, 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 eighteen (18) 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 Presentation of Acknowledgment of Memberships. A form of Acknowledgment of Memberships 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. Persons using the Exercise Room may not train another person in the Exercise Room.

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 fulfill 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, and Guests, and for Acknowledgment of Membership replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes.

EXHIBIT “B”
CLUB SCHEDULE

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AQUABELLA CLUB

**CLUB SCHEDULE OF HOURS OF OPERATION
RENTAL POLICIES, PROCEDURES AND REGULATIONS**

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: 5:00 am to 11:00 pm * Saturday - Sunday: 5:00 am to 11:00 pm*
POOL	Monday - Friday: 8:00 am to Sunset* Saturday - Sunday 8:00 am to Sunset*
	*Hours subject to change by District Manager

FACILITY RENTAL TERMS AND CONDITIONS

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 money order along with copy of the renter's driver's license. In the event that the renter does not cancel the reservation within thirty (30) 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. However, the District Manager, in his or her sole discretion and without any obligation, may refund the deposit in the case of an emergency provided that the renter cancels the reservation within ten (10) days prior to the event. 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 money order, the District Manager may cash such money order before the event or hold such money order pending the event. If the District Manager holds the deposit money order, and no costs and expenses are chargeable against the deposit, then the money order will be voided and will be returned to the renter via mail. If the District Manager holds the deposit 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 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 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 thirty (30) days prior to the event date and time. Cancellations received less than thirty (30) 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 form of Acknowledgment of Membership. 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 9:00 A.M. through 8:00 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 Acknowledgment of Membership 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 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 Club Schedule Of Dues, Fees And Charges, Areas & Fees For Rental*, and the “*Aquabella Schedule of Hours of Operation, Rental Policies, Procedures And Regulations*” (collectively referred to in this Agreement as the “Club Schedule”), which documents are 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. A/C Temperature	_____	_____
21. 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

ACKNOWLEDGMENT OF MEMBERSHIP ("AOM") CONTROL INFORMATION SHEET

Applicant(s):	AOM # 1	AOM # 2
Property Address:	AOM # 3	AOM # 4
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	
Mailing Address (if different)		
City	State	Zip Code
Immediate Family Members		
Last	First	Age
Relationship		Day Phone #, if diff
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 a form of Acknowledgment of Membership(s) on my behalf.
 Yes ___ No ___
 N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the form of Acknowledgment of Membership(s) stated above and that if my form of Acknowledgment of Membership is lost I will contact the District Manager immediately to terminate the form of Acknowledgment of Membership from the system. In addition, if there is a change in Lessee, I will collect the form of Acknowledgment of Membership from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____

EXHIBIT “C”

CLUB FEE SCHEDULE

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AQUABELLA CLUB

**CLUB SCHEDULE OF
DUES, FEES AND CHARGES
AREAS & FEES FOR RENTAL
(the “Club Fee Schedule”)**

CLUB DUES, FEES AND CHARGES

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB DUES – Residents ⁽¹⁾	*\$2,175.00
ANNUAL MEMBER CLUB DUES – Non-Residents	*\$2,175.00
GUEST PASS FEE	\$10.00
PERSONAL TRAINER FEE	\$10.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD OR OTHER FORM OF ACKNOWLEDGMENT OF MEMBERSHIP REPLACEMENT FEE	\$10.00
ADDITIONAL MEMBERSHIP CARDS OR OTHER FORMS OF ACKNOWLEDGMENT OF MEMBERSHIP (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. An Annual Club Membership for Annual Members may be purchased on a prorated basis for such fiscal year 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.

EXHIBIT “D”

AMENDED CLUB PLAN

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

Address: _____

By: _____
Chairperson/Vice-Chairperson

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 174, PG 1 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



PRELIMINARY FIRST SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT

**PREPARED FOR THE
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
(2024 Project)**

September 26, 2024

SPECIAL DISTRICT SERVICES, INC
2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The Two Lakes Community Development District (the “District”) is a local unit of special purpose government located in the City of Hialeah (the “City”) in Miami-Dade County, Florida (the “County”). The District was established on September 17, 2016, by Ordinance No. 16-78 and expanded on July 10, 2018 by Ordinance No. 18-90 enacted by the City Council of the City to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below. This First Supplemental Special Assessment Methodology Report (the “First Supplemental Report”) addresses the development which currently contains 1,669 residential dwelling units for the following land uses:

Table 1 – Land Uses for the District

Land Use Category	Unit
Single Family	1,669 Dwelling units
TOTAL	1,669 Dwelling units

This First Supplemental Report supplements the Master Special Assessment Methodology Report dated June 12, 2024 (the “Master Report”), each prepared by Special District Services, Inc., sets forth the allocation of special assessments as it relates to the sale and issuance by the District of its Special Assessment Bonds, Series 2024 (Tax Exempt) in the aggregate amount of \$32,700,000 (preliminary, subject to change) and Special Assessment Bonds, Series 2024 (Taxable) in the aggregate amount of \$1,595,000 (preliminary, subject to change) (collectively, the “Series 2024 Bonds”) for the primary purpose of financing all of the purchase of two clubhouse buildings and all related facilities indoor and outdoor, fixtures, improvements and personal property (the “Clubhouse Properties”) as more specifically described in the Two Lakes Community Development District 2nd Supplemental Engineer’s Report dated June 12, 2024 (the “2nd Supplemental Engineer’s Report”), prepared by Alvarez Engineers, Inc. (the “District’s Engineer”) (the purchase of the clubhouse properties and the funding of certain operation and maintenance costs relating thereto are collectively referred to as the “2024 Project”).

2.0 2024 PROJECT TO BE FUNDED BY THE DISTRICT

The District intends to finance all of the purchase of the Clubhouse Properties. The 2024 Project provides specific benefits to all of the lands within the District. The total cost of the 2024 Project is currently estimated to be \$30,042,000. A detail of the estimated 2024 Project costs for the development is included herein on **Table A**.

The purchase costs identified in this report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of acquisition and a portion of operation and maintenance representing the 2024 Project, the District will impose non-ad valorem special assessments on all benefited real property in the District (the “Series 2024 Special Assessments”). The Series 2024 Special Assessments are based

on the direct and special and peculiar benefits accruing to such property from the 2024 Project. The 2024 Project, which will be funded through the Series 2024 Special Assessments, include only facilities which may be undertaken by a community development district under Chapter 190, *F.S.* This First Supplemental Report is designed to meet the requirements of Chapters 170, 190 and 197, *F.S.*; and may be supplemented with one or more Supplemental Methodology Reports, as needed, to describe the actual terms and conditions at the time of issuance of one or more series of the proposed Series 2024 Bonds.

In summary, special assessments may be made only: (1) for facilities or services which provide special benefits to property as distinct from general benefits, (2) against property which receives that special benefit, (3) in proportion to the benefits received by the properties, and (4) according to methods that the governing body of the jurisdiction determines. The Series 2024 Special Assessments placed upon all benefited properties in the District must be sufficient to cover the debt service of the Series 2024 Bonds that will be issued for financing the 2024 Project. In addition to the Series 2024 Special Assessments imposed for debt service, the District will also levy an annual operations and maintenance special assessment to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The Series 2024 Special Assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments within the District, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each residential unit within the District benefits from the 2024 Project.
- B. Cost/Benefit: The special assessments imposed on each residential unit within the District cannot exceed the value of the benefits provided to such parcel.

The planned financing of the 2024 Project is designed to provide benefits to the assessable property within the District as a whole. The 2024 Project will provide special benefits for each residential unit. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this First Supplemental Report, each residential unit will be assigned one (1) ERU. There is only one unit type.

The Series 2024 Special Assessments will initially be levied across all the residential units within the District as represented in **Table F** on an equal basis.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed Series 2024 Special Assessments relating to the 2024 Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; *F.S.* or any other legal means available to the District.

[Justify paragraph] Since there are costs associated with the collection of the Series 2024 Special Assessments (whether by uniform method of collection as authorized under Chapter 197.3632, *F.S.* or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional

costs may be reflected by dividing the annual debt service on an equal basis and operation and maintenance assessment amounts by 0.94.

6.0 FINANCING STRUCTURE

The estimated cost of the 2024 Project is approximately \$32,042,000. The construction program and the estimated costs associated therewith are identified herein on **Table A**. The 2024 Project will be financed by the Series 2024 Bonds, which, when issued will be payable from and secured by the Series 2024 Special Assessments levied annually on all assessable properties within the District. Based on the current market conditions, the total aggregate principal amount of the Series 2024 Bonds proposed to be issued for the 2024 Project is anticipated to be approximately \$34,295,000 as shown herein on **Table B**. The proceeds of the Series 2024 Bonds will provide approximately \$32,042,000 for the 2024 Project and related costs. The sizing of the Series 2024 Bonds is assumed to include capitalized interest, real estate closing costs, a Series 2024 O&M Subaccount, a Series 2024 Reserve Account equal to approximately 50% of the maximum annual net debt service and other costs as shown herein on **Table B**.

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of costs and benefits, shown herein on **Table C** and **Table D**, financed by the District (estimated at \$32,042,000) is based on the number of residential dwelling units (1,669 units) and benefited from the 2024 Project. Based on an anticipated Series 2024 Bond size of approximately \$34,295,000 at an assumed interest rate of 5.5%, the maximum annual debt service for the Series 2024 Bonds as shown herein on **Table E**, is estimated to be approximately \$2,504,516, which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

In the event that additional land is annexed into the District which is currently not subject to the Series 2024 Special Assessments and is developed in such a manner as to receive special benefit from the 2024 Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this allocation methodology, then be allocated an appropriate share of the Series 2024 Special Assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

As described above, the debt associated with the District's 2024 Project will be distributed equally on the 1,669 residential units as outlined herein on **Table F**.

9.0 ADDITIONAL STIPULATIONS

Certain financing and engineering data was provided by members of District staff and consultants. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Two Lakes Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended.

Similarly, Special District Services, Inc. does not provide the Two Lakes Community Development District with financial advisory services or offer investment advice in any form.

TABLE A

PROJECT COST ESTIMATES

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
2024 PROJECT**

	TOTAL
<u>CLUB PROPERTY</u>	\$ 30,042,000
<u>TOTAL</u>	\$ 30,042,000

TABLE B

BOND SIZING

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT 2024 PROJECT

	BOND SIZING
Par Amount*	\$ 34,295,000 *
Premium	\$ 1,007,170
Debt Service Reserve Fund (DSRF)	\$ (1,104,813)
Capitalized Interest (Tax-Exempt)	\$ (1,480,339)
Capitalized Interest (Taxable)	\$ (172,490)
O&M Deposit Subaccount	\$ (1,400,000)
Issuance Costs	\$ (952,529)
Acquistion Accont**	\$ 30,192,000
Bond Interest Rate	5.00%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
2024 PROJECT**

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
Residential Units	1,669	1.000	1,669.00	\$ 30,042,000	\$ 18,000
TOTAL	1,669	N/A	1,669.00	\$ 30,042,000	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
2024 PROJECT**

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Bond Debt Allocation Per Unit Type*	Bond Debt Allocation Per Unit*
Residential Units	1,669	1.000	1,669.00	\$ 34,295,000	\$ 20,548
TOTAL	1,669	N/A	1,669.00	\$ 34,295,000	N/A

*Preliminary, subject to change

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

2024 PROJECT

		2024 Series Bond Debt
1	Maximum Annual Debt Service	\$ 2,209,625.00
2	Maximum Annual Debt Service Assessment to be Collected	\$ 2,350,664.89 *
3	Total Number of Residential Units Planned	1,669
4	Maximum Annual Debt Service per Unit Type	See Table F

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
2024 PROJECT**

Product	Number of Units by Type	ERU Factor	Total ERUs	**Maximum Annual Debt Assessment Per Unit*	**Maximum Annual Debt Assessment Per Unit Type*
Residential Units	1,669	1.000	1,669.00	\$ 1,408.43	\$ 2,350,664.89
TOTAL	1,669	N/A	1,669.00	N/A	\$ 2,350,664.89

*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

RESOLUTION NO. 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF NOT EXCEEDING IN TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$40,000,000 CONSISTING OF ITS TWO LAKES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS SERIES 2024 (TAX-EXEMPT) AND ITS TWO LAKES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (TAXABLE) TO BE ISSUED AS TWO (2) SERIES (COLLECTIVELY, THE “BONDS”), TO FINANCE THE ACQUISITION OF CERTAIN RECREATIONAL FACILITIES AND TO PAY CERTAIN OPERATION AND MAINTENANCE EXPENSES RELATING THERETO; DETERMINING THE NEED FOR A NEGOTIATED PUBLIC OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE USE OF THAT CERTAIN MASTER TRUST INDENTURE DATED AS OF FEBRUARY 1, 2018 BY AND BETWEEN THE DISTRICT AND THE TRUSTEE NAMED THEREIN, AND APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE FOR THE TWO (2) SERIES OF BONDS SECURING THE BONDS; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER’S REPORT, IF REQUIRED; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK- ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Two Lakes Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the

“Act”), created by Ordinance No. 16-78, duly enacted by the Board of County Commissioners of Miami-Dade County, Florida (the “BCC”), on September 17, 2016, as amended by the enactment of Ordinance No. 18-90 by the BCC on September 5, 2018 and effective on September 15, 2018; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

WHEREAS, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2024-04 on June 12, 2024 (the “Initial Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$40,000,000 of its Special Assessment Bonds to be issued in one or more series finance the District’s recreational project described therein and in the herein defined Third Supplemental Indenture; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

WHEREAS, pursuant to the 2024 Indenture (as defined below), the Initial Bond Resolution and this Resolution, the Board hereby determines to issue its Two Lakes Community Development District Special Assessment Bonds, Series 2024 (Tax-Exempt) (the “Tax-Exempt Bonds”) and its Two Lakes Community Development District Special Assessment Bonds, Series 2024 (Taxable) (the “Taxable Bonds” and, together with the Tax-Exempt Bonds, the “Bonds”) in the principal amount of not exceeding \$40,000,000 for the purpose of financing the 2024 Project (as defined in the Third Supplemental Indenture), funding capitalized interest, funding a reserve account with respect to the Tax-Exempt Bonds and paying the costs of issuance; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Bonds and submitted to the Board forms of:

(i) a Bond Purchase Contract with respect to the Bonds by and between FMSbonds, Inc., as the underwriter (the “Underwriter”) and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase Contract”);

(ii) a Preliminary Official Statement substantially in the form attached hereto as Exhibit B (the “Preliminary Official Statement”);

(iii) a Continuing Disclosure Agreement between the District and the dissemination agent named therein, substantially in the form attached hereto as Exhibit C; and

(iv) the Third Supplemental Trust Indenture (the “Third Supplemental Indenture”) for the Bonds, between the District and the Trustee (as herein defined), substantially in the form attached hereto as Exhibit D and, together with the Master Trust Indenture dated as of February 1, 2018 by and between the District and the Trustee, the “2024 Indenture.”

WHEREAS, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Supplemental Special Assessment Methodology Report* (“Assessment Methodology Report”) and the Second Supplemental Engineer’s Report (2024 Project) of the District Engineer (the “Engineer’s Report”) to conform such reports to the final terms of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Two Lakes Community Development District (the “Board”), as follows:

Section 1. Negotiated Public Offering of Bonds. The District hereby finds that because of the complex nature of assessment bond financings and in order to better time the sale of the Bonds to secure better rates, it is necessary and in the best interest of the District that the Bonds, in the total aggregate principal amount of not exceeding \$40,000,000, all be sold on a negotiated basis.

Section 2. Purpose. The District hereby determines it shall be in the best economic interest of the landowners and residents of the District to finance the 2024 Project.

Section 3. Sale of the Bonds. Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a draft copy of which is attached as an exhibit to the Bond Purchase Contract, will be entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District, the District’s Bond Counsel and the Chairperson or any other member of the Board in the absence of the Chairperson, may be executed by the District without further action provided that (i) the Bonds mature not later than the permitted statutory period; (ii) the principal amount of the Bonds issued does not exceed \$40,000,000; (iii) if the Bonds are subject to optional redemption which determination will be made on or before the sale date of the Bonds, the first optional call date and the redemption price shall be determined prior to the execution of the Bond Purchase Contract; (iv) the purchase price to be paid by the Underwriter for the Bonds is not less than 98% of the principal amount of the Bonds issued (exclusive of any original issuance discount); and (v) the interest rate on the Bonds shall not exceed the maximum rate permitted under Florida law.

Section 4. The Official Statement. The Official Statement, in substantially the form of the Preliminary Official Statement (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the Bonds and the requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Official Statement and the District hereby authorizes the Official Statement, when in final form, to be used in connection with the limited

offering and sale of the Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Official Statement substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the Bonds (the “Preliminary Official Statement”). The final form of a Preliminary Official Statement shall be determined by the Underwriter and the professional staff of the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson). The Official Statement may be modified in a manner not inconsistent with the substance thereof and the terms of the Bonds as shall be deemed advisable by the Bond Counsel and counsel to the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson). The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Official Statement and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson), such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem “final” the Preliminary Official Statement except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the “Rule”) and to execute a certificate in that regard.

Section 5. Details of the Bonds. The proceeds of the Bonds shall be applied in accordance with the provisions of the 2024 Indenture. The Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the 2024 Indenture. The execution of the 2024 Indenture shall constitute approval of such terms as set forth in the 2024 Indenture and this Resolution. The maximum aggregate principal amount of the Bonds authorized to be issued pursuant to this Resolution and the 2024 Indenture shall not exceed \$40,000,000.

Section 6. Continuing Disclosure; Dissemination Agent. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the Bonds and compliance with the Rule. Special District Services, Inc. is hereby appointed the initial dissemination agent.

Section 7. Approval of Use of the Master Trust Indenture and the Authorization of Execution and Delivery of the Third Supplemental Indenture. The District hereby authorizes the use of the Master Trust Indenture in connection with the issuance of the Bonds. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the Third Supplemental Indenture between the District and the Trustee. The Third Supplemental Indenture shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution

to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the Third Supplemental Indenture attached hereto as Exhibit D.

Section 8. Authorization and Ratification of Prior Actions. All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

Section 9. Appointment of Underwriter. The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the Bonds.

Section 10. Appointment of Trustee. The Board hereby appoints Zions Bancorporation, National Association to serve as trustee, paying agent, and registrar (collectively, the "Trustee") under the 2024 Indenture.

Section 11. Book-Entry Only Registration System. The registration of the Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Section 12. Assessment Methodology Report. The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Special District Services, Inc. in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds.

Section 13. Engineer's Report. The Board hereby authorizes any modifications to the Engineer's Report prepared by Alvarez Engineers, Inc. in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds.

Section 14. Further Official Action. The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution including, but not limited to, the execution and delivery of the Acquisition Agreement (as defined in the Third Supplemental Trust Indenture or ratification of the execution thereof. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

Section 15. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 16. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

PASSED in public session of the Board of Supervisors of the Two Lakes Community Development District this 26th day of September, 2024.

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chairperson/Vice Chairperson

ATTEST:

Secretary/Assistant Secretary

EXHIBIT A
BOND PURCHASE CONTRACT

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D
THIRD SUPPLEMENTAL TRUST INDENTURE

700785660v5

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Two Lakes Community Development District (the “District”) is a local unit of special-purpose government created and existing under and pursuant to Chapters 189 and 190, *Florida Statutes*, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 26th day of September, 2024.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required.
Achieved: Yes ☐ **No** ☐
- Meeting minutes and post-meeting action completed.
Achieved: Yes ☐ **No** ☐
- District records retained as required by law.
Achieved: Yes ☐ **No** ☐

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
- District amended fiscal year budget within 60 days following the end of the fiscal year.
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
Achieved: Yes ☐ **No** ☐
- District amended budget within 60 days following the end of the fiscal year.
Achieved: Yes ☐ **No** ☐
- District accounts receivable/payable processed for the year.
Achieved: Yes ☐ **No** ☐
- “No findings” for annual financial audit (yes/no)
Achieved: Yes ☐ **No** ☐
 - If “yes” explain: _____

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s).
- Obtain all necessary contracted services for District operations and infrastructure.
- Determine all vendors are in compliance with contracts with District.

Performance Measures:

- District insurance policies reviewed and in place.
Achieved: Yes ☐ **No** ☐

- Contracted Services obtained for all District operations.

Achieved: Yes ☐ **No** ☐

- All District contracts in compliance.

Achieved: Yes ☐ **No** ☐

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2024-011921-CA-01

SECTION: CA21

JUDGE: David C. Miller

Two Lakes Community Development District

Plaintiff(s)

vs.

State of Florida (The)

Defendant(s)

_____ /

ORDER TO SHOW CAUSE

TO: The State of Florida and the several taxpayers, property owners and citizens of Two Lakes Community Development District, including non-residents owning property or subject to taxation therein, and others having or claiming any right, title or interest in property to be affected by the issuance of Two Lakes Community Development District Special Assessment Bonds or to be affected in any way thereby:

The above cause comes to be heard upon the Complaint filed herein by Two Lakes Community Development District (the “**District**”) located in unincorporated Miami-Dade County, State of Florida, seeking to determine the authority of said District to issue its Two Lakes Community Development District Special Assessment Bonds (2024 Project), in one or more series, in an aggregate principal amount not to exceed **\$40,000,000** (the “**Bonds**”), to determine the legality of the proceedings had and taken in connection therewith, and the legality of the provisions, covenants and agreements therein contained, and seeking a judgment of this Court that: (a) the District has power to issue the Bonds and to incur the bonded debt as set forth in the Complaint and has properly approved the issuance of the Bonds; (b) the proceedings essential to the Bonds, the Special Assessments (as defined in the Complaint) pledged for the payment of the principal of, redemption premium, if any, and interest on the Bonds, and the Bond Resolution (as such term is defined in the Complaint) are valid and in conformity with law; (c) upon due issuance of the Bonds in conformance with the Bond Resolution and the Indenture (as defined in the

Complaint), the Bonds will constitute valid and binding obligations of the District and will be enforceable by their terms as established by the Bond Resolution and the Indenture; (d) the District has the power to plan, finance, acquire, construct, reconstruct, equip and install, in one or more stages, the Project (as defined in the Complaint); (e) the District has the power and authority pursuant to the Act to carry out the covenants and obligations of the District under the Indenture; and that (f) this Court grant such other relief as is just and appropriate. The aforesaid Complaint having been presented to this Court, and this Court being fully advised in the premises:

IT IS ORDERED AND ADJUDGED that the State of Florida, through the State Attorney of this Circuit, and the several taxpayers, property owners and citizens of the Two Lakes Community Development District, including non-residents owning property or subject to taxation therein, and others having or claiming any right, title or interest in property to be affected by the issuance of the Bonds or to be affected in any way thereby, be and they are each required to show cause, if any there be, before the **Honorable David C. Miller, Circuit Court Judge, at a hearing to be held via ZOOM on the 2nd day of October, 2024 at 10:00 o'clock A.M.** at the Miami-Dade County Courthouse, 73 West Flagler Street, Courtroom/Room DCC 626, Miami, Florida 33130, why said Complaint should not be granted and a final judgment entered by this Court as prayed for in said Complaint. Due to the COVID-19 pandemic, Florida state courts have taken measures to mitigate the effects of this public health emergency upon the judicial branch and its participants and have authorized that certain hearings may be conducted remotely through communication equipment without in-person court appearances. Pursuant to the authority granted under Administrative Orders of the Supreme Court of Florida and of the Eleventh Judicial Circuit, this final bond validation hearing will be conducted through the use of communications equipment for conducting proceedings by remote electronic means. This final hearing will be conducted as a ZOOM hearing. Instructions to attend this final hearing via ZOOM can be obtained by emailing the Judge's judicial assistant at bgener@jud11.flcourts.org or by calling Plaintiff's Counsel, Michael J. Pawelczyk at (954) 764-7150 prior to the scheduled hearing.

AND IT IS FURTHER ORDERED AND ADJUDGED, that the Clerk of this Court or Plaintiff, be and is hereby required to give notice of such hearing by publishing a copy of this Order in a newspaper of general circulation in Miami-Dade County, Florida, once each week for two (2) consecutive weeks prior to said hearing, the first publication to be at least twenty (20) days prior to said hearing date.

AND IT IS FURTHER ORDERED AND ADJUDGED, that by such publication of this Order, the State of Florida, and the several taxpayers, property owners and citizens of Two Lakes Community Development District, including non-residents owning property or subject to taxation therein, and others having or claiming any right, title or interest in the Two Lakes Community Development District, or any taxable, assessable or affected property therein or to be affected in any way thereby, shall be and are made party defendants to this proceeding, and that this Court shall have jurisdiction of them to the same extent as if specifically and personally named as defendants in said Complaint and personally served with process in this cause.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 1st day of August, 2024.



2024-011921-CA-01 08-01-2024 9:44 AM

Hon. David C. Miller

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711.

Electronically Served:

Christine Zahralban, ChristineZahralban@miamisao.com
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Physically Served:

Aquabella Clubhouse Inspection Notes

General Notes:

- CDD name has to be revised in both reports from “Twin Lakes” to “Two Lakes”
- Address for one of the clubhouse reports needs to be revised to 11061 W 34 Way – report says 34 Lane
- Irrigation systems need to be checked – Irrigation Tech needs to do this

Inspection Notes - 10401 W 35 Lane:

- Attic inaccessible – Might need access in the future for repairs
- **Significant mold activity, presence and evidence of contamination was noted inside Gym closet walls. A mold test and mold cleaning is required (10401 W 35 Lane)**
- Thermostat located on main common areas which is serviced by the east side HVAC system. It needs to be relocated to the west side section on the other side of the access glass doors in order to have correct temperature measurements and have a true split ac zones.
- Door by meeting room is too big for the frame.
- Water heater has corrosion.
- Pool deck has significant ponding
- Pool pump motors are leaking when in use. Corrosion present which will eventually result in rupture
- Spa exhibiting evidence of deterioration and damage. Marcite will need to be re-applied.

Inspection Notes – 11061 W 35 Way:

- Attic inaccessible – Might need access in the future for repairs
- Exterior subpanels missing handle and not closing. Rainwater enters into the cabinet which is not desirable and could cause an electrical shock hazard.
- Pool pump needs anchor bolts
- Pool filter is loose and out of place within the filter shell.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 12, 2024

RE: 2024 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2024 – 136, Laws of Florida (HB 7013). The legislation establishes a 12-year term limit for members of popularly elected bodies governing independent special districts, excluding terms starting before November 5, 2024, and excluding certain districts. Supervisors of Community Development Districts (CDDs) do not have term limits. The act provides that the boundaries of independent special districts may only be changed by general law or special act. The law revises criteria for declaring special districts inactive, to include those with no revenue, expenditures, or debt for five consecutive fiscal years, and extends the objection period for proposed inactive status declarations from 21 to 30 days. The law stipulates that a special district deemed inactive can only use funds to service outstanding debt and fulfill existing bond covenants and contractual obligations. Additionally, the law repeals section 163.3756, F.S., to align the regulations for Community Redevelopment Agencies (CRAs) with those applicable to other special districts. The bill repeals sections 165.0615 and 190.047, F.S., which allow independent special districts and CDDs, respectively, to convert to a municipality without legislative approval.

Performance Measures and Standards

The legislation also mandates special districts to establish goals, objectives, performance measures, and standards for each program and activity they undertake by October 1, 2024, or the end of their first full fiscal year, and to report annually on their achievements and performance. Furthermore, by December 1 of each subsequent year, each district must produce an annual report detailing the goals and objectives it has accomplished, the performance measures and standards used for evaluation, and any goals or objectives that were not met. The annual report must be published on the District's website.

For independent special fire control districts, the bill requires reporting on volunteer firefighter training by October 1 annually.

The legislation reduces the maximum ad valorem millage rate for mosquito control districts from 10 mills to one mill, allowing an increase to two mills via referendum, and requires submission of work plans and budgets to receive state funds. Lastly, the law prohibits the creation of new Neighborhood Improvement Districts (NIDs) after July 1, 2024, and mandates a performance review of existing NIDs by September 30, 2025.

The effective date of this act is July 1, 2024.

2. Chapter 2024 – 80, Laws of Florida (HB 433). The legislation prohibits political subdivisions from establishing, mandating, or requiring employers, including those contracting with political subdivisions, to meet heat exposure requirements not mandated by state or federal law. The law clarifies that it does not limit the authority of political subdivisions to establish heat exposure requirements¹ for their direct employees. Effective September 30, 2026, the law amends Florida’s wage and employment benefits law, prohibiting political subdivisions from controlling or affecting wages or employment benefits provided by vendors, contractors, service providers, or other parties through purchasing or contracting procedures. In addition the law prohibits using wages or employment benefits as evaluation factors or awarding preferences based on them. The law removes the ability of local governments to require a minimum wage for certain employees under contract terms and states that these revisions do not impair contracts entered into before September 30, 2026. Lastly, this act prohibits local governments from adopting or enforcing regulations on employee scheduling, including predictive scheduling, by private employers except as expressly authorized or required by state or federal law, rule, regulation, or federal grant requirements. Except as otherwise provided, the effective date of this act is July 1, 2024.

3. Chapter 2024 – 204, Laws of Florida (HB 149). The legislation raises the maximum limit for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA) from an estimated per-project construction cost of \$4 million to \$7.5 million, with an annual adjustment based on the Consumer Price Index (CPI). Starting July 1, 2025, and annually thereafter, the Department of Management Services (DMS) is mandated to adjust the maximum allowable amount for each project in a continuing contract according to the change in the June-to-June CPI for All Urban Consumers, as issued by the Bureau of Labor Statistics. DMS is required to publish the adjusted amount on its website. The effective date of this act is July 1, 2024.

4. Chapter 2024 – 202, Laws of Florida (HB 59). The legislation amends section 720.303, F.S., requiring Homeowner Associations (HOAs) to provide a physical or digital copy of the HOA’s rules and covenants to all members by October 1, 2024. This requirement extends to all new members upon joining and includes providing updated copies whenever amendments to the rules or covenants occur. HOAs are authorized to set standards for the distribution method and timing for these documents. The law also stipulates that HOAs maintain certain official records, such as the HOA’s declaration of covenants and any amendments, within the state for at least seven years. These records must be accessible to parcel owners for inspection or copying, either physically or electronically. The effective date of this act is July 1, 2024

¹ A standard to control an employee’s exposure to heat or sun and mitigate its effects. This includes employee monitoring, water consumption, cooling measures, acclimation periods, informational notices, heat exposure programs, first-aid measures, protections for reporting heat exposure, and related reporting and recordkeeping.

5. Chapter 2024 – 221, Laws of Florida (HB 1203). The legislation establishes educational requirements for community association managers (CAMs) and HOA directors. By January 1, 2025, HOAs with 100 or more parcels must post certain official records on their website or application. It allows parcel owners to request a detailed accounting of any amounts owed to the HOA, and if not provided, the board forfeits any outstanding fine under specific conditions. The bill prohibits HOAs and their committees from imposing requirements on the interior of structures not visible from the frontage, adjacent property, common areas, or golf courses. The law also forbids the need for HOA or committee approval for central air-conditioning, heating, or ventilating systems if not visible from the frontage, adjacent property, common area, or golf course, and if they are similar to approved systems. Criminal penalties are introduced for HOA officers, directors, or managers accepting kickbacks. Additionally, HOAs cannot prevent homeowners from installing vegetable gardens and clotheslines in non-visible areas, and certain HOA election voting activities are classified as a first-degree misdemeanor. The effective date of this act is July 1, 2024.

6. Chapter 2024 – 44, Laws of Florida (HB 621). The legislation establishes section 82.036, F.S., creating a process for removing unauthorized persons (squatters) from residential property. Property owners or their authorized agents can file a verified complaint with the county sheriff, who, upon verifying the complainant's identity and ownership, must serve notice to the occupants to vacate immediately. The law grants immunity to the sheriff and property owner for any property loss or damage unless the removal is wrongful. It also establishes a civil cause of action for wrongful removal, allowing the wrongfully removed party to seek damages, court costs, and attorney fees. The effective date of this act is July 1, 2024.

7. Chapter 2024 – 147, Laws of Florida (SB 7020). The legislation amends section 1.01, F.S., the statute defining “registered mail,” to broaden the range of acceptable delivery services for meeting statutory registered mail requirements in the state. The new definition of “registered mail” now explicitly includes any delivery service by the U.S. Postal Service or a private delivery service that provides proof of mailing or shipping and proof of delivery, confirmed by a receipt signed by the addressee or a responsible person at the delivery address. Additionally, “return receipt requested” is defined to encompass delivery confirmation services by the U.S. Postal Service or private delivery services that offer similar proof of delivery. These amendments are remedial in nature and apply retroactively. The effective date of this act is May 6, 2024.

8. Chapter 2024 – 263, Laws of Florida (HB 321). This legislation specifies that any individual who intentionally releases, organizes the release of, or causes the release of balloons inflated with lighter-than-air gas commits an act of littering and is subject to corresponding penalties². However, children aged six or younger who engage in such activities are exempt from noncriminal littering infractions and associated penalties. The bill removes the exemption for balloons deemed biodegradable or photodegradable by Florida Fish and Wildlife Conservation rules. It also eliminates the provision allowing citizens to petition a circuit court to prevent the release of ten or more balloons. Additionally, the bill revises definitions in section 403.413, F.S., the Florida Litter Law, to include:

² The penalty for littering generally corresponds to the amount of litter discarded. ≤ 15 pounds or ≤ 27 cubic feet = Noncriminal infraction, punishable by a civil penalty of \$150. > 15 pounds but ≤ 500 pounds or > 27 cubic feet but ≤ 100 cubic feet = First-degree misdemeanor, punishable by up to one year in jail and a \$1,000 fine. > 500 pounds or > 100 cubic feet = Third-degree felony, punishable by up to five years’ imprisonment and a \$5,000 fine. It is the duty of all law enforcement officers to enforce Florida’s Litter Law.

- “Dump,” specifying that it encompasses the intentional release, organization of the release, or causation of the release of balloons.
- “Litter,” explicitly adding balloons to the definition.

The effective date of this act is July 1, 2024.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: August 9, 2024

RE: 2024 Legislative Update – Supplemental Information

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. Below is a summary of an additional law that was not included in the 2024 Legislative Update.

Chapter 2024 – 184, Laws of Florida (HB 7063). The legislation, among other things, amends section 787.06, F.S., to require nongovernmental entities, when a contract is executed, renewed, or extended, with a governmental entity, to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services. Special districts, including community development districts, are defined as governmental entities under this statute. The effective date of this act is July 1, 2024.

For convenience, we have included a copy of the legislation referenced in this memorandum. In addition, attached is a form of the affidavit that nongovernmental entities will need to execute when entering, renewing, or extending a contract with a community development district or special district. We request that you include this supplemental memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel.

Enclosures (2)