



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
OCTOBER 24, 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

October 24, 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. September 26, 2024 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
 - 1. Staff Report: As Required
- H. New Business
 - 1. Discussion Regarding Clubhouse Management Agreement, Clubhouse Landscape Maintenance Agreement and Clubhouse Security Agreement.....Page 9
 - 2. Consider Resolution No. 2024-14 – Adopting a Fiscal Year 2023/2024 Amended Budget.....Page 44
 - 3. Consider Approval of Lien of Record.....Page 50
 - 4. Consider Approval of License Agreement for Public Clubhouse Access.....Page 53
 - 5. Discussion Regarding SFWMD Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity.....Page 62
- I. Administrative Matters
 - 1. Discussion Regarding Aquabella Club Rules, Club Schedule, and Club Fee Schedule.....Page 66
- J. Board Member & Staff Closing Comments
- K. Adjourn



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

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

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142132	599567	Print Legal Ad-IPL01979090 - IPL0197909		\$764.59	2	51L

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

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**
NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Two Lakes Community Development District** (the "District") will hold Regular Meetings at the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018 at **6:00 p.m.** on the following dates:

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

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

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

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure 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
IPL0197909
Oct 10 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:

10/10/24

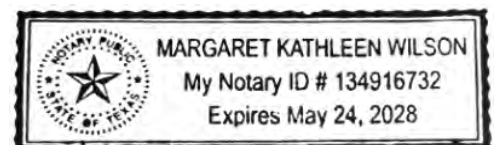
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of two years 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 10th day of October in the year of 2024

Margaret K. Wilson

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



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

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
SEPTEMBER 26, 2024**

A. CALL TO ORDER

District Manager Armando Silva called to order the September 26, 2024, Regular Board Meeting of the Two Lakes Community Development District at 6:16 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 February 12, 2024, as part of the District's Fiscal Year 2023/2024 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of 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 of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance were: Chajir Ale, Miami, FL.

D. ADDITIONS OR DELETIONS TO THE AGENDA

- **Consider Resignation of Darily Feruffino (Seat #3)**

Mr. Silva advised that he was in possession of a resignation letter from Darily Feruffino, who serves in Seat #3, and stated that it would be in order to consider her resignation. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and passed unanimously to *accept the resignation of Darily Feruffino* with an effective date of August 30, 2024. There is now a vacancy in Seat #3 and this term of office will expire in November 2024.

- **Consider Resolution No. 2024-13 – Election of Officers**

Mr. Silva presented Resolution No. 2024-14, entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
("DISTRICT") ELECTING THE OFFICERS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Silva indicated that due to the recent changes to the Board, it would be in order to re-elect the officers of the District. A discussion ensued after which the following slate of officers was presented for election:

Chairperson – Joseph Noriega
Vice Chairperson – Carlos Mendiluze
Secretary/Treasurer – Armando Silva
Assistant Secretaries – Albert Abreu, Mauricio Jaramillo, Gloria Perez and Nancy

Nguyen.

A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and unanimously passed to *elect* the District's slate of officers, as stated above.

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. July 25, 2024, Public Hearing & Regular Board Meeting

Mr. Silva presented the minutes of the July 25, 2024, Public Hearing and Regular Board Meeting. A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and passed unanimously approving the July 25, 2024, Public Hearing and Regular Board Meeting minutes, as presented.

Note: At approximately 6:51 p.m., Mr. Silva recessed the Regular Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING (Rulemaking for Establishment of Club Rules, Regulations and Rates)

1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on August 26, 2024 & August 27, 2024, as legally required.

2. Receive Public Comment Rule Development on Club Rules, Regulations and Rates

Mr. Silva explained the purpose of the Rule Development Public Hearing and proceeded to open the public comment portion Public Hearing. He asked if there were any comments regarding the proposed establishment of the Club Rules, Regulations and Rates. There were comments regarding the pool hours of operation, club fee for non-residents and cooler size which were addressed by the Board. There being no comments from the public, Mr. Silva closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2024-10 – Adopting the Aquabella Club Rules, Regulations and Rates

Mr. Silva presented Resolution No. 2024-10, entitled:

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE AQUABELLA 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 PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Silva explained the purpose for the resolution and indicated, based upon public comment and recommended revisions discussed during the comment portion of the public hearing, that the Board should consider the adoption of the proposed Club Rules, Regulations, Dues, Fees and Charges, as revised. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Abreu and passed unanimously to approve and adopt Resolution No. 2024-10, *as amended*; thereby establishing the Aquabella Club Rules, Regulations and Fees/Charges.

At approximately 8:02 p.m., Mr. Silva closed the Public Hearing and simultaneously reconvened the Regular Board Meeting.

H. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

I. NEW BUSINESS

1. Consider Approval of the First Supplemental to the Master Assessment Methodology

Mr. Silva presented the First Supplemental to the Master Assessment Methodology Report for the 2024 Project dated September 26, 2024 (the “First Supplemental Report”). He stated that the par bond amount decreased from \$40,000,000 to \$34,295,000 and the maximum annual debt assessment per unit decreased from \$2,159 to \$1,408.43. There being no further discussion related to the Master Report, Mr. Silva stated that it would now be in order to approve the First Supplemental to the Master Assessment Methodology Report, as presented.

A **motion** made by Mr. Noriega, seconded by Mr. Abreu and unanimously passed to approve and accept the Two Lakes Community Development District First Supplemental to the Master Assessment Methodology Report dated September 26, 2024, *as presented*; and authorizes additional revisions as may be required; and provides for establishing a Preliminary Assessment Roll, as outlined on Table F and Exhibit “B” of the First Supplemental to the Master Assessment Methodology Report.

2. Consider Resolution No. 2024-11 – Adopting a Delegation Resolution

Resolution No. 2024-11 was presented, entitled:

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.

Mr. Silva introduced Steven Sanford (attending via conference speaker phone), District Bond Counsel from the law firm of Greenberg-Taurig. In addition, Mr. Silva advised Mr. Sanford and the Board that hard copies of the Exhibits to Resolution No. 2024-11 were available at the meeting location.

Mr. Sanford provided a detailed explanation for the document and the related exhibits. This resolution gives authority to (i) issue Special Assessment Bonds, Series 2024 (2024 Project) in the principal amount not to exceed \$40,000,000 for the purpose of providing funds to finance the acquisition of the 2024

Project; (ii) authorizes execution and delivery of a Bond Purchase Contract (“BPC”), **Exhibit A**, between the District and the Underwriter, FMSBonds, Inc. with a purchase price to be paid by the Underwriter for the Bonds of not less than 97.50% of the principal amount of Bonds issued; (iii) sale of Bonds through a negotiated Official Statement in substantially the form of the Preliminary Official Statement (“POS”) **Exhibit B**; (iv) authorizes the execution and delivery of a Continuing Disclosure Agreement (“CDA”), **Exhibit C** to assist Underwriter in tax-exempt bond compliance with the Securities and Exchange Commission; (v) authorizes the application of the Master Trust Indenture and the execution and delivery of the Third Supplemental Trust Indenture, **Exhibit D**. Furthermore, the resolution authorizes revisions, as required, to the Master Methodology Report and Engineer’s Report in connection with the issuance of the Bonds; and appoints Zions Bank, as Trustee. There being no comments or questions, Mr. Sanford recommended approval of the resolution after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and passed unanimously to approve and adopt Resolution No. 2024-11, *as presented*, including the applicable Exhibits, in substantially their final form, thereby authorizing the issuance of Special Assessment Bonds, Series 2024 Bonds in an amount not to exceed \$40,000,000 for the purpose of providing funds to finance the acquisition of the 2024 Project.

At this juncture, Mr. Sanford thanked the Board and residents and he dropped off the conference call.

3. Consider Resolution No. 2024-12 – Adopting Goals and Objectives

Mr. Silva Presented Resolution No. 2024-12, entitled:

RESOLUTION NO. 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.

Mr. Silva explained that effective July 1, 2024, the Florida Legislature adopted House Bill 7013(“HB 7013”) whereas beginning October 1, 2024, the District shall establish goals and objectives and create performance measures and standards to evaluate the District’s achievement of those goals and objectives. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Abreu and unanimously passed to approve Resolution No. 2024-12; as presented.

4. Accept and Receive Order to Show Cause in Bond Validation Proceeding

Ms. Smoker presented the District’s Order to Show Cause which was filed on August 1st, 2024 with the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida seeking to determine the authority of the District to issue Special Assessment Bonds, in one or more series, in an aggregate principal amount not to exceed \$40,000,000. Ms. Smoker further explained that the evidentiary final hearing is to be held in person before the Honorable David C. Miller, Circuit Court Judge, on October 2nd, 2024, at 10:00 a.m. at the Miami-Dade County Courthouse located at 73 West

Flagler Street, Courtroom CDD 626, Miami, Florida 33130. Ms. Smoker further explained that the District Manager and the District Engineer will be present to provide testimony.

5. Discussion Regarding Clubhouse Inspection and Environmental Inspection

Mr. Silva stated that the Developer (Clubhouse Owner) is cooperating with fixing certain items identified in the inspection report and that the items will be repairs prior to the end of the Due-Diligence Period on October 9, 2024. The Environmental Inspection will be emailed to the board members for informational purposes.

6. Discussion Regarding Clubhouse Management Agreement, Clubhouse Landscape Maintenance and Clubhouse Security Agreement

Mr. Silva informed the Board that the District is in the process of gathering Clubhouse Management Proposals and has requested certain changes to the Clubhouse Landscape Maintenance Agreement and Clubhouse Security Agreement. More information will be provided at an upcoming meeting.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Legislative Memo

Ms. Smoker prepared a memorandum summarizing the legislative acts that have become law during the most recent legislative session. Ms. Wald provided the Board an explanation of the laws that pertain to the District and informed the Board that if they have any questions regarding these new laws, they may contact the District Manager or her office.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board member or staff closing comments.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Abreu, seconded by Mr. Noriega and passed unanimously to adjourn the meeting at 8:16 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

PROPOSAL FOR LIFESTYLE MANAGEMENT SERVICES

Two Lakes Community Development District Aquabella Clubhouse



Vesta Property Services, Inc.
13595 SW 134 Avenue, Suite 108
Miami, FL 33186
305-552-7855

FLORIDA'S LIFESTYLE MANAGEMENT SPECIALIST
A 30-YEAR TRACK RECORD WORTHY OF YOUR TRUST



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October 17, 2024

Dear Two Lakes CDD Board of Supervisors,

Hello. In partnership with my team members in Business Development and Operations, I very much appreciate this opportunity to submit our information on how Vesta Property Services, Inc. is well-qualified and eager to provide the day-to-day management for the operations and maintenance of your District's amenities, infrastructure, common areas, and activities. Due to your District's first-ever RFP for these services, thank you for considering Vesta as your contracted Amenity Management services provider.

At Vesta, we pride ourselves on our passion, professionalism and a three-decade track record of sustained resident satisfaction and trust. Since 1995, Vesta has been continuously and successfully providing contracted Amenity Management Services for CDDs in Florida. We fully understand how important the management and maintenance of your District's amenities and common areas (which affects your property values and your enjoyment of the community) are to you and your fellow residents, due to our unmatched experience and expertise in furnishing a quality, fully-equipped-and-supported Management Staff that fulfills the needs of dozens of Community Development Districts throughout Florida.

As you'll see, we've Included in our enclosed information:

- An Org Chart and Professional Bios for our multi-dimensional Support Teams.
- Examples of the tangible value that Vesta has provided numerous CDDs in Florida.
- An extensive Client-list for whom we deliver amenity management services.
- Detailed information on our approach to Quality Assurance for our scope-of-work.
- Vivid examples of creative Lifestyle offerings that we provide for other CDDs.
- Since your RFP references the ability to learn new software programs, we have enclosed information on Vesta's custom Lifestyle Websites. We have provided these for other client communities to enhance lifestyle programming and communication.

Vesta's enclosed information also includes your detailed Scope-of-Services, which we appreciated receiving as part of your RFP, to assist our submission of an accurate proposal and its accompanying pricing.

Our team is looking forward to discussing how Vesta can best-meet your needs, in hopes of forming a long-term and successful partnership with you and your District. Thank you again for this opportunity and your consideration.

Sincerely,

Sebastian Martinez

Sebastian Martinez, LCAM, CMCA
Operations Manager
Vesta Property Services



ABOUT US

Founded by J. Frank Surface in 1995 and headquartered in Jacksonville, Florida, Vesta Property Services, Inc. has redefined outstanding property management with superior amenities programming, customized management in every planned-community, and affordable, direct financing for planned-unit communities. Initially formed through the merger of several smaller, complimentary management companies, Vesta provides a single place where all community needs are fulfilled day in and day out.

Since 2011, Vesta's success has been largely driven by 2 factors: (1) our statewide Senior Leadership Team (shown below; each team member was personally chosen by Frank Surface for his or her particular role), (2) who work in close collaboration with our industry's best team of managers and supervisors in a variety of disciplines.



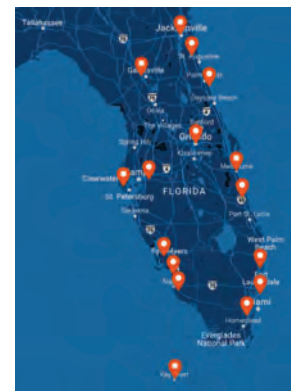
OUR VISION

Vesta's vision is to provide planned communities with a superior community management experience, exceptional lifestyle services, and strong financial support for developers and residents.

Our senior leadership and management teams are equipped with decades of experience and expertise, which we leverage everyday on behalf of our valued clientele and frontline associates.

OUR FOOTPRINT

In addition to our Jacksonville headquarters, Vesta has 14 fully-staffed offices throughout the state. We successfully provide a wide range of professional community management services from Amelia Island to Key West, Florida and nearly everywhere in between.



OUR STORY: COMPANY OVERVIEW, TIMELINE & MILESTONES



Originally incorporated as "Point Management" in 1973, Vesta Property Services, Inc. provides financing, management, and ancillary services to developers of planned unit communities and resident associations in connection with clubhouses, golf courses, amenity and infrastructure facilities, and commercial real estate, as well as Special District and governmental agency management. Below is a timeline featuring some key milestones that have marked our journey:

1992



| FOUNDER-PIONEER

Founded in Jacksonville, Florida, Frank Surface's trailblazing vision launches our company: to be a single source for (1) affordable and flexible financing, (2) expert community management services, and (3) creative and thriving lifestyle services - all under one umbrella, consistently improving and growing, and propelled by a best-in-class Senior Leadership Team.

1993



| KEY CLIENT-COMMUNITIES

7,200-unit *Kings Point Golf & Country Club* in Delray Beach is our very first client - our three-fold vision comes to life! Later, 5,600-unit *Kings Point Sun City Center* is added (in 2008.) We continue to proudly provide a wide-range of management-and-lifestyle services for our two flagship communities to this day.

2011



| AMENITIES & LIFESTYLE LEADERSHIP

Vesta acquires Florida's leading, statewide provider of amenities-lifestyle management services - *Amenity Services Group, Inc.* - specializing in serving the vital operations, maintenance, and lifestyle needs of Community Development Districts since 1997.

Present



| SPECIAL DISTRICT SERVICES / STATEWIDE OFFICES

Vesta realizes our vision as a leading, full-service, expert community management company by acquiring *DPFG Management & Consulting, LLC* (now *Vesta District Services*) - a specialist in district management and financing services in 2020. Vesta has 16 offices throughout Florida, manages more than 700 communities and special districts, and employs 1,300 associates for our clientele.

Property and Amenity Management Services

Full-service management and staffing of community clubhouses, amenities, common areas and other infrastructure; robust Board and resident communication and support; and complete facilities maintenance services.



Fitness & Spa Management

Turnkey operations on behalf of planned-community fitness and spa facilities, as well as related programming and other ancillary services.



Lifestyle Programming

Vesta develops and carries out creative and vibrant activities, programs, and special events for our residents of all demographics and interests, including competitive youth athletics leagues.



Aquatics & Tennis Operations

A range of services including staffing, certification, and training; Waterpark and Tennis Complex management and maintenance; and instruction for all ages and levels of proficiency.



Food & Beverage Management

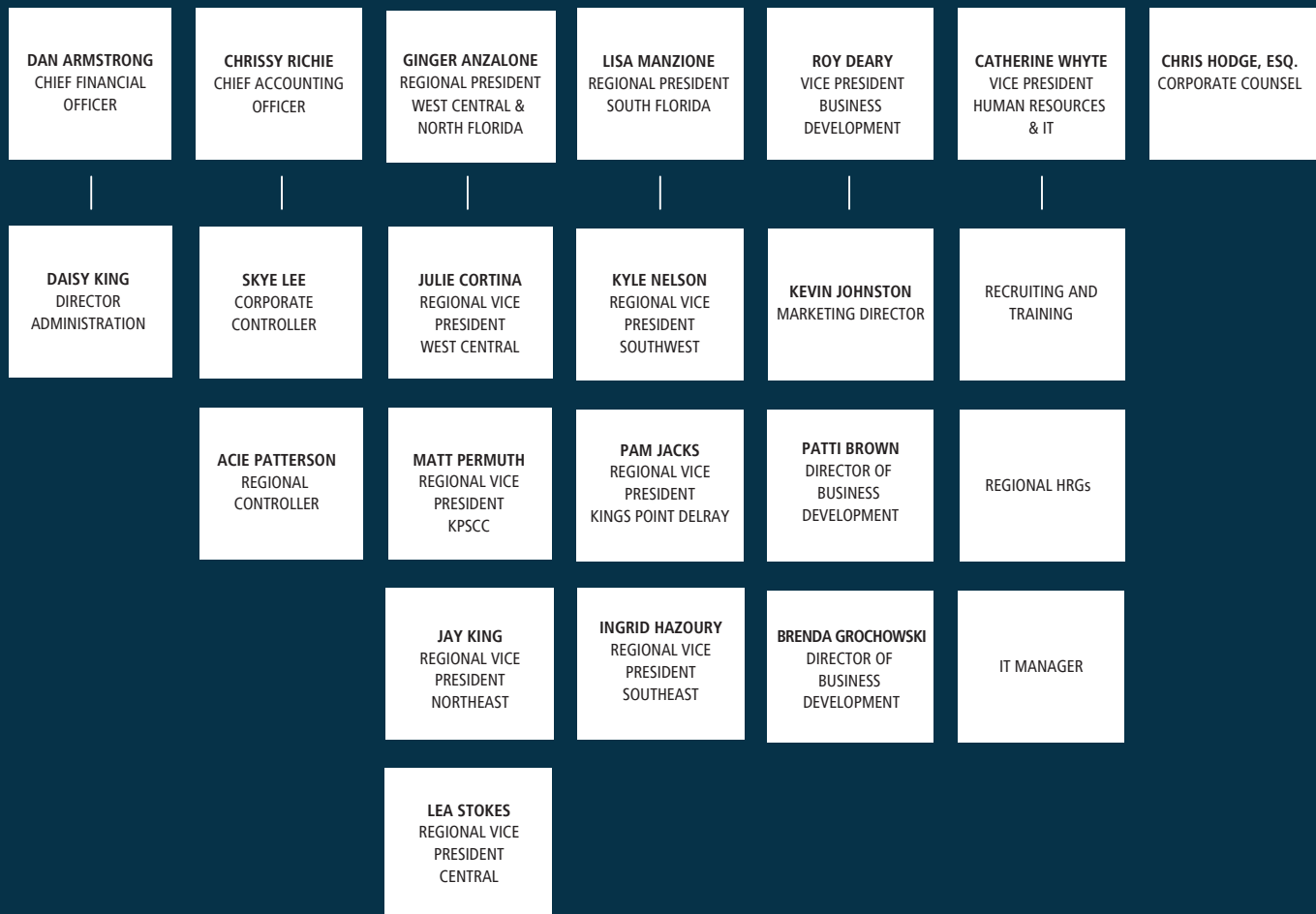
Turnkey operations of F & B venues ranging from poolside snack bars and clubhouse cafes to full-service restaurants and fine dining establishments, and catering to complement outstanding special events.





ORGANIZATIONAL STRUCTURE

DAVID SURFACE
CHIEF EXECUTIVE OFFICER



Two Lakes CDD – Aquabella Clubhouse

LEADERSHIP & SUPPORT



Lisa Manzione
Regional President

In her current position as Regional President, Lisa is responsible for approximately 300 community associations, from West Palm Beach to Key West, and from Fort Myers to Naples. Working with Vesta for over 23 years, she is an accomplished operational leader with amenity management, lifestyle development and community association management experience.

She is adept at overseeing large-scale property enhancements, ensuring adherence to reserve compliance, contract negotiations, team member management and achieving operational efficiencies.

As a licensed Community Association Manager (CAM) for over 15 years, she continues to work closely with community organizations in her local area.



Ingrid Hazoury
Regional Vice President

Ingrid Hazoury has been a key player in the Community Association Management field since 2004, overseeing a diverse range of associations from commercial properties to condominiums. She joined Vesta Property Services in 2018 as a Community Association Manager, focusing on communities in Miami-Dade and Broward County. Her leadership skills led to her promotion to General Manager of the Miami Office in 2021, followed by her appointment as Southeast Regional Vice President overseeing from Key West to Palm Beach Gardens in 2023.

Under her guidance, the SE Region delivers full management services, including janitorial and maintenance, to a wide array of associations, from a cozy 18-unit HOA to expansive master associations with over 2,500 units.

Born in New York but raised and is a resident of Miami-Dade County. Ingrid is actively involved in her community as a member of the Community Association Institute's Southeast Chapter, where she serves on the Membership Committee. Her commitment to excellence in community management and local engagement makes her a respected figure in the industry.

Two Lakes CDD – Aquabella Clubhouse

LEADERSHIP & SUPPORT



Kyle Nelson

Regional Vice President

Kyle Nelson is an accomplished manager with nearly 20 years of professional management experience in both Operations and Property Management.

First serving as an Aquatics Director and Field Operations Manager for ten years of the Master Planned Community, Julington Creek Plantation. He was also GM of a 55 and better community where he oversaw the amenities, lifestyle, golf course, and restaurant. Kyle then joined Vesta Property Services as a Regional Manager for five years and was promoted in 2022 to Regional Vice President.

In addition to these roles, Kyle has been instrumental in providing management and guidance to communities ranging from new association start-ups and turnover associations that require the manager to be heavily focused on cost saving, streamlining processes, resource management, and policy/procedure/implementation.



Sebastian Martinez

Operations Manager

Sebastian Martinez has been in the Association Management industry for over 5 years, all with Vesta Property Services. He began as a clubhouse attendant, Assistant Association Manager and quickly became a Licensed Association Manager managing both HOAs and Condominiums throughout Miami-Dade County.

In 2023, Sebastian was promoted to Operations Manager for our local Southeast region.

Sebastian was born and raised in Miami-Dade County, and a proud resident. He is also a part of the local Community Associations Institute, Southeast Florida Chapter acting as a Board Member, Chair of the EXPO, Young-Professionals & Magazine committee and obtained his bachelor's degree from FIU.

CORPORATE LEADERSHIP TEAM

David Surface

Chief Executive Officer



David has been the CEO of Vesta since 2020, overseeing the company's executive team and day-to-day operations. During the past decade, he has been significantly responsible for Vesta's strong growth by spearheading our mergers-and-acquisitions and strategic partnerships. As a result, Vesta has tripled in size during this period and achieved widespread recognition as a leading, full-service property management company in Florida.

His career experience includes all aspects of real estate, both commercial as well as residential. Prior to joining Vesta, David was managing partner for a real estate finance, management, and brokerage company serving institutional clients

Christine Richie

Chief Accounting Officer



Chrissy was appointed Corporate Controller in June 2013 and then Chief Accounting Officer in 2021 to oversee the accounting functions for Vesta Property Services. She previously served as Chief Financial Officer for a multimillion-dollar healthcare provider operating in 14 states.

With over 25 years of leadership experience in corporate finance and accounting, Chrissy has developed accounting and financial infrastructure for multiple start-up companies that include accounting systems, compliance, and risk management, as well as implementation of employee benefit plans, employee policies and procedures, and training and organizational development.

Daniel Armstrong

Chief Financial Officer



Dan oversees the financial and administrative functions of Vesta's corporate entity. His career has included the performance and oversight of accounting, administrative services, and financial reporting for a range of entities, from large corporations following SEC requirements, to the not-for-profit associations, social clubs and trusts which serve many of our clients, and special-purpose entities that provide financing for purchasing related association facilities.

Dan started as a Florida CPA at Deloitte & Touche in 1993, specializing in the audits of publicly traded and real estate clients. He next headed the internal audit department for Koger Equity, a NYSE-traded REIT, before coming to Vesta as Controller in 2001.

SERVICES

Lifestyle

Food and Beverage Turn-key Operations

- Food Service Operation
- Liquor Service Operation
- Catering Services

Golf Course Management

Wellness Programs

- Fitness Programs and Classes
- Aquatic Programs and Classes
- Spa and Salon Services
- Learning Centers

Youth Activities Programs

Summer Camps

Theatre and Entertainment Operation

- Agent Bookings
- Special Event Management
- Closed Circuit Television Production

Facility Maintenance

- Preventative Maintenance
- Housekeeping and Janitorial Services
- General Facility Maintenance and Repair
- Pool Service
- Tennis Courts

Leveraged Vendor Relationships

Community Gate Access

- Class B Licensed Security Services
- Surveillance Camera Installation/Management

Community Transportation Services

- Fleet Management
- Community Tram Services
- DOT Compliance
- Special Event Bus Trip Coordination

Aquatics Facilities

- Water Park Operation
- Lifeguard Staffing
- Pool Monitor Staffing
- Aquatics Programs

Community

Portfolio Management

- Property Insurance
- Community Planning
- Specification Development
- Contractor Oversight
- Contract Bids

Onsite Management

- Human Resource Staffing
- Administrative Support
- Daily Oversight of Grounds and Staff

Association Governance

- Meeting Notifications
- Committee Facilitation
- Parliamentary
- Community Document Enforcement

Long Term Planning

- Maintenance Management
- Budget Planning
- Board and Resident Relationships
- Vendor Relationships

Maintenance Services

- Inspections
- Preventive Maintenance
- Major Maintenance Project Management
- Pressure Washing
- Handyman Services
- "Snowbird" Services

Financial Services

- Collections
- Payroll
- Accounts Payable
- Budgeting
- Tax Preparation
- Audit Facilitation
- Financial Statements

Investment

Financing for Facilities and Infrastructure

- Purchases
- Refinancing
- Renovations
- Technology Installations
- Upgrades

Financing for Developers

- Financing for early sale of community assets
- Arrangement of amenities management and ancillary services
- Turnkey financing and third-party ownership which can free up developers to focus on selling homes



References

Project Name/Location: **Kings Point Golf & Country Club** / Delray Beach, FL
Contact: Frank Iovine Contact Phone: (561) 302-8803
Project Type/Description: HOA of 7,200 units (built-out)
Dollar Amount of Contract: \$6,156,000
Scope of Services for Project: Amenity Management, Field Operations Management, Maintenance Services, turnkey F & B Operations, Lifestyle Programs, Community Transportation Services, Golf Course Operations, Theatre Operations, and Pool Monitor Services.
Dates Serviced: 1993- Present



Project Name/Location: **Kings Point Sun City Center** / Sun City Center, Fla.
Contact: Jack Davidson Contact Phone: (256) 341-8613
Project Type/Description: HOA of 5,600 homes (built-out)
Dollar Amount of Contract: \$5,720,000 (excluding HOA mgmt services)
Scope of Services for Project: Amenity Management, Field Operations Management, Maintenance Services, turnkey F & B Operations, Lifestyle Programs, Community Transportation Services, and Gatehouse Staffing.
Dates Serviced: 2008 - Present

Project Name/Location: **WestLake** / Palm Beach Gardens, Florida
Contact: Scott Gambone (V.P.) Contact Phone: (706) 319-0270
Project Type/Description: HOA of 4,000 homes at build-out
Dollar Amount of Contract: \$655,000
Scope of Services for Project: Amenity Management, Field Operations Management, Maintenance Services, HOA Management, Lifestyle Programs, and Lifeguard Services.
Dates Serviced: 2018 - Present



Project Name/Location: **Avenir CDD** / Palm Beach Gardens, Florida
Contact: Jason Pierman (District Mgr.) Contact Phone: (561) 630-4922
Project Type/Description: CDD of 3,000+ homes at build-out
Dollar Amount of Contract: \$550,000
Scope of Services for Project: Amenity Management, Field Operations Management, Facilities Maintenance Services, Cafe Operations, and Lifestyle Programs.
Dates Serviced: November, 2021 - Present

References

Project Name/Location: **Durbin Crossing CDD** / Saint Johns, Florida

Contact: Peter Pollicino Contact Phone: (973) 713-7384

Project Type/Description: CDD of 2,600 homes (built-out)

Dollar Amount of Contract: \$568,000

Scope of Services for Project: Amenity Management, Field Operations Management, Maintenance Services, Lifestyle Programs, Lifeguard Services, and Facility Monitoring.

Dates Serviced: 2008 – Present



Project Name/Location: **Julington Creek Plantation CDD** / Saint Johns, FL

Contact: Michael Morton Contact Phone:

Project Type/Description: CDD of 5,800 homes (built-out)

Dollar Amount of Contract: \$1,650,000 (+ Cafe w/ \$185K in annual sales)

Scope of Services for Project: Amenity Management, Field Operations Management, Facility Maintenance Services, turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events.

Dates Serviced: 2017 – Present



Project Name/Location: **Rivers Edge CDD ("RiverTown")** / Saint Johns, FL

Contact: Mac McIntyre Contact Phone: (850) 496-5510

Project Type/Description: CDD of 4,000+ homes at build-out

Dollar Amount of Contract: \$769,000 (+ Cafe w/ \$755K in annual sales)

Scope of Services for Project: Amenity Management, Field Operations Management, Facility Maintenance Services, turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events.

Dates Serviced: 2015 – Present



Project Name/Location: **Heritage Landing CDD** / Saint Johns, Florida

Contact: Michael Taylor Contact Phone: (603) 627-8467

Project Type/Description: CDD of 1,151 homes (built-out)

Dollar Amount of Contract: \$452,000

Scope of Services for Project: Amenity Management, Field Operations Management, Facilities Maintenance Services, Lifestyle Programs, and Lifeguard Services.

Dates Serviced: 2006 – Present





“ We changed from Leland to Vesta in Dec., 2021 and couldn't be happier; **wow, what a difference** in everything from our Repairs to Special Events! They are on top of everything that needs to be done; Vesta treats our property with the utmost care and dedication to doing it right.

”

Sheila Papplebon, Board Supervisor; Beach CDD (Tamaya) - Jacksonville





Proposed Scope-of-Service

Clubhouse 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: 5:00am to 11:00 pm* Pool Monday – Friday: 10:00 am to 8:00 pm* Saturday – Sunday: 10:00am to 8:00 pm* *Hours subject to change CLUBHOUSE AMENITY CENTER

A. Contractor shall train and provide sufficient staffing to include a Facility Manager, Part-time Facility Attendants, and Janitorial Maintenance (the "Staff"). The Facility Manager shall be a Certified Aquatics Facility Operator or Certified Pool Operator and shall have the responsibilities of overseeing all recreation complex staff and outside maintenance services, interacting with other outside entities as needed, and providing a variety of programs and activities.

B. Contractor shall be responsible for recruiting, hiring, training, overseeing, evaluating and employing the Staff.

C. Staff shall be the employees of Contractor. In furtherance thereof, Contractor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Staff, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Staff.

D. Contractor shall serve the community in a professional manner, providing the residents the numerous benefits of a first-class operation of the Clubhouse Amenity Center. Included within the responsibility of the management is the occupation and oversight of the recreation facilities (securing and checking them, ordering and stocking supplies, responding to any necessary repairs, etc.). Contractor will also implement a Facility Maintenance Plan and Emergency Management Plan for the facilities, copies of which may be requested from the District Manager. An additional responsibility is the greeting of residents, guests and potential residents as they enter the Clubhouse Amenity Center, as well as monitoring the use and condition of the facilities throughout the day, and resolving any issues requiring attention on behalf of the residents.



SCOPE-OF-SERVICE *Contd.*

E. Contractor's management responsibility shall include professional interaction and coordination with other outside entities such as district management, landscape maintenance, pool maintenance, and security services. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District Board of Supervisors and others shall be included.

F. Contractor shall operate the Access Control Systems installed at the Clubhouse Amenity Center.

G. Contractor shall attend, through its Facility Manager or an individual knowledgeable of the Clubhouse operations, the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the general management of the Clubhouse Amenity Center.

H. Contractor shall maintain the cleanliness of the Clubhouse Amenity Center indoor space, including the fitness room and bathroom areas.

I. Contractor shall maintain cleanliness and the general appearance of all the Clubhouse Amenity Center indoor spaces by vacuuming the carpet, dusting, mopping all tile areas and baseboards (including dust mopping and damp mopping), cleaning windows, ledges and blinds, baseboards, and bathrooms, and cleaning tiled areas. Contractor shall treat any stains to the carpeting within Clubhouse Amenity Center.

J. Contractor shall clean all bathrooms, including cleaning all toilets, bases behind toilets, counters, mirrors, and shower stalls, and emptying and properly disposing of trash and garbage. Additionally, Contractor shall clean and fill soap dispensers and paper product dispensers.

K. Contractor shall keep all storage closets in neat and orderly condition and equipment and cleaning supplies shall be properly stored.

SCOPE-OF-SERVICE *Contd.*

L. Contractor shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (if agreed to by the District or District Management), including but not limited to special treatment of carpet stains by an outside contractor, the cost of such special janitorial services and/or additional equipment/supplies shall be reimbursed by the District.

M. Contractor shall regularly wipe down of fitness equipment in accordance with industry standards.

N. Contractor shall maintain and clean the Clubhouse Amenity Center and its facilities, including but not limited to wiping down the pool furniture and fitness equipment as needed, straightening up the meeting room, offices, and fitness center, and supplementing other Janitorial Maintenance duties in between visits from the janitorial maintenance staff.

O. Contractor shall regularly check and test all safety equipment at the Clubhouse Amenity Center and secure and maintain adequate inventory for First Aid kits adequate to the size and operation of the Clubhouse Amenity Center.

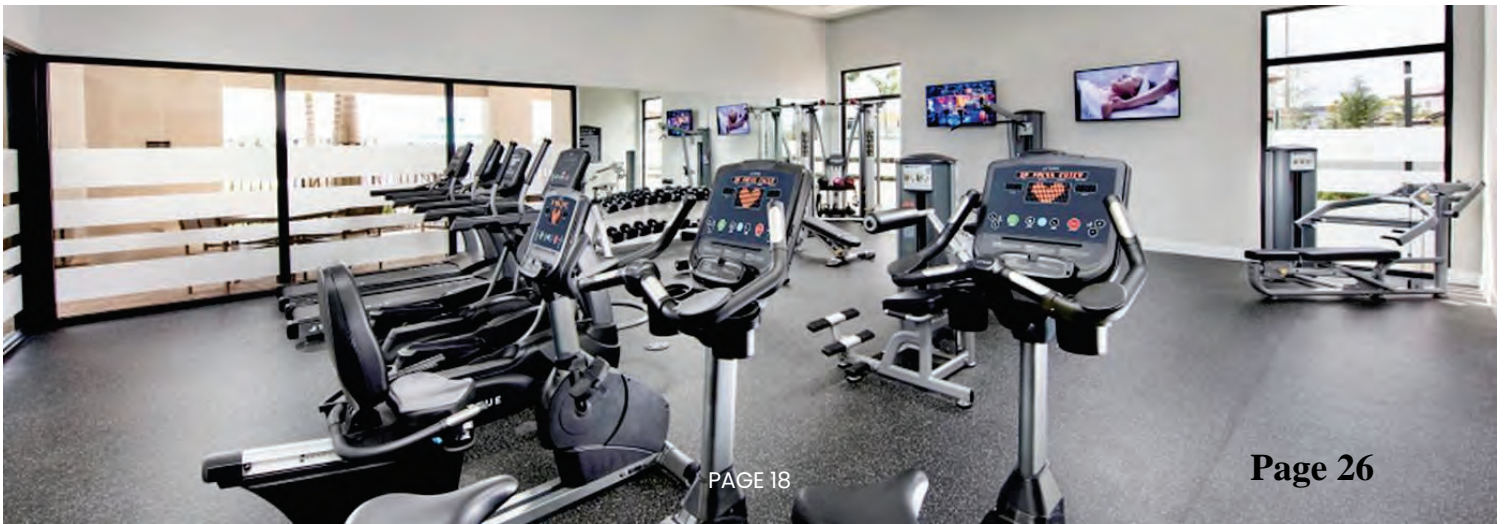
P. Contractor shall manage customer service complaints and inquiries and coordinate regularly With the District Manager regarding Same.

Q. Contractor shall coordinate meeting room rentals in accordance with the Aquabella Club Rules and Regulations and protocols.

R. Contractor shall assure that standard accounting procedures acceptable to the District are utilized in connection with the provision of services under this Agreement.

S. Contractor shall conduct background checks, at Contractor's expense, of all employees and Staff in accordance with the requirements of Florida law.

T. As part of this Agreement Contractor shall and is expected to furnish, on a weekly basis, hours of personnel for on-site facilities management and operations and hours at janitorial services at the Clubhouse Amenity Center, as more particularly detailed in

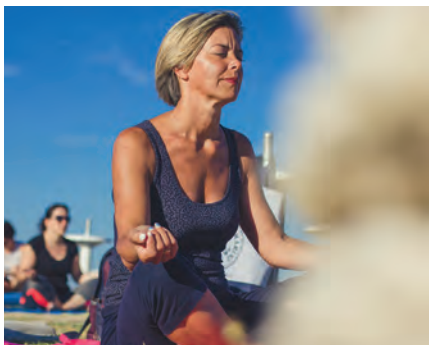




Premium Events for Any Community Budget

- Donuts and Coffee
- Summer Kickoff
- Dive In Movies
- Super Bowl Parties/other sporting event nights
- Polar Plunge
- Vendor Fairs
- Carnivals
- Potlucks
- Chili Cookoffs
- Live music at the pool or park
- Off-site sporting event nights
- Scavenger Hunts
- Ice Cream Socials
- 5K's and Triathlons
- Themed Dances
- Spring Fling/Eggstravaganza
- Halloween/Fall Festival
- Christmas Tree Lighting/Pics with Santa Claus
- Breakfast or Brunch with the Easter Bunny/Santa Claus
- Letters to Santa
- Memorial Weekend
- Independence Day Celebration
- Daddy Daughter Dance/Mother Son Dance – Mother's Day/Father's Day
- Valentine's Brunch
- Rock Your Shamrock – St. Patrick's Day
- Veteran's Day Celebration
- Monte Carlo or themed Casino Night
- Social Hours with Live Music
- Stand Up Comedy Nights
- Mixology Classes
- Cooking Classes
- Murder Mystery Parties
- Local liquor tastings with cigars
- Daddy Daughter Dances
- Celebrate Your First Responders
- Music Bingo
- Science Comes Alive!
- Concerts of all sizes
- Classic Cars and Coffee
- Community Cornhole Competition

Vesta will support your current Activity offerings as well as seek to lend our own creativity and expertise to curate new ideas for enjoyable activities and events, to help keep your community active and people engaged all week-long, all year-long.



RESOURCES AND OTHER SUPPORT FOR VESTA'S ACTIVITY DIRECTORS



- Regional Lifestyle Dir. with 20+ years of experience in events, entertainment and programming for multiple, high-quality companies and communities.
- Vesta's 50-page Lifestyle Handbook used for training and reference.
- Hands-on help with staff transitions and Managers' use of PTO benefits.
- Preferred Vendors List, enabling some of the best pricing in the industry.
- Quarterly Lifestyle Newsletter provided to the entire state, featuring new vendors, new ideas, and more for *all* Vesta Amenity/Activity Directors.
- Monthly Training sessions; Quarterly Idea-Sharing sessions with all Managers.
- Shared Expertise: Oversee 12 Community Events Budgets (\$9,000-\$75,000/yr.)



Resident Engagement and Lifestyle Marketing in the Community

- Comprehensive, creative and high-quality lifestyle and maintenance newsletters, flyers, e-blasts, and other forms of resident engagement.
- Our teams are trained to take photos and video at community events and programs to share our real-time resident engagement.
- Social media management including Instagram, Facebook and Twitter, with Board approval.



Examples of Resident Engagement

- Surveys assess resident feedback throughout the year in order for us to make adjustments according to community wants and needs.
- Constant onsite discussions with residents during the year help us understand expectations.




Maintenance and Landscaping Review

August 20th, 2021 | Issue 2

TABLE OF CONTENTS	IMPORTANT LINKS
<ul style="list-style-type: none"> Landscaping with VerdeGo RiverClub RiverHouse Common Areas 	<ul style="list-style-type: none"> Community Contacts Common Q & A RiverTown Road Ownership RiverTown CDD Boundaries

News from VERDEGO

- Main Street and Keystone Corners turf install was started the week of August 16th.
- Several dead trees have been removed throughout the property.
- Palms are going on throughout the property continuing this Friday August 20th.
- Fallen limbs in RiverFront Park will be removed by 8/20.
- Mowing on State Road 13 is scheduled for the weekend of August 20th.
- All plant material at the RiverTown sign at the RiverHouse entry was removed and is being replaced with mulch.
- Irrigation has been delayed due to daily storms.
- Weeding and trimming will be done by all 3 crews on Tuesday August 24th.
- Turf evaluation will occur on Wednesday August 25th.
- The below areas have had a full-service mow, edge, weed eat, and blow. The beds were also detailed in these areas as well.
 - Groves
 - Highpoint
 - Orchards
 - Enclaves
 - Main St

Landings

- Main Street
- Estates
- Manor- New
- River Front Park



RiverHouse

- The cushions for the RiverHouse have been dry cleaned and will be reinstalled by 8/21.



RiverClub

- IBIS Painting is at the RiverClub pressure washing and painting the cupola with a projected end date of August 23rd. They have scheduled all services to occur during our closed days, minimizing any inconvenience to residents. It will not result in the pool being closed during normal hours.
- The gate to the boardwalk has malfunctioned. We are working with Dynamic Security to draft a proposal to reroute the conduit to prevent any further damage to the wiring from weed eaters.
- Caution! There has been an alligator making its home near the kayak launch at the RiverClub. We are monitoring its presence but can do nothing to remove it due to its location. We are investigating additional signage that can be placed concerning wildlife.



RiverFront Park

- Beginning the week of August 23rd, the maintenance team will be removing the sprayers around the pergola in the family pool. They will be cleaned, and the calcium build up will be removed. Reinstallation will occur by August 27th.
- All the rotting coping around the grill pergola has been replaced.

Thank you for taking the time to review this issue of the Landscape and Maintenance Review. Please continue to stay tuned as we bring you these updates on a regular basis.

Our goal is to keep the community as informed as possible about the work going on throughout all three CDD's.

We appreciate your support and understanding as we work hard to make RiverTown the best it can be.



RiverTown Supporting RiverTown Business Network Mixer

Thursday, October 6th
4:00 PM to 6:00 PM
RiverClub Café

Come join other working professionals within RiverTown for a business networking mixer during Happy Hour on Sept at the Café!



Fall Festival

food • music • FUN

RiverTown Family Fall Festival

Saturday, October 22nd
11:00 AM - 2:00 PM
RiverClub and Amphitheater

Calling all ages! Join us for RiverTown's Family Fall Festival! We have entertainment and activities planned for everyone.

Featuring amusements for all ages, a DJ playing your fall favorites, pumpkin patch (purchase link to follow), kids costume contest and games and more! Free to attend. Food and drinks will be available for purchase at the RiverCafe.



NASCARTS

NASCARTS will be back out at RiverTown performing maintenance checks for residents who sign up below. NASCARTS technicians will be checking the following:

- Water and Check Batteries
- Lock Down Terminals
- Spray on Wax and Corrosion
- Check Tire Pressure
- Lube Bearings
- Check Brakes

This is a totally free service as well. Must be signed up below to participate!

[Sign Up Here](#)



Trivia Night at the RiverClub

Thursday, October 13th
Theme: Halloween
6:30 PM - 8:30 PM

Trivia is FREE to all residents!

Prizes: RiverClub Gift Cards

- 1st : \$40
- 2nd : \$30
- 3rd : \$20



LIVE Music

Live Music at the RiverClub Pool/Cafe

Thursday, October 27th
5:00 PM to 8:00 PM

Come join us for a night of live music at the RiverClub and enjoy happy hour as well as the beautiful sunset!



HALLOWEEN IN THE 90'S

Adults Only: Halloween 90's Party

Friday, October 21st
7:00 PM - 10:00 PM
RiverClub
Cost per person: \$5.00

Who doesn't love the 90's? One of the best decades in modern history. Well adults, come dance the night away at RiverTown's Adult's Only Halloween 90's party at the RiverClub! The RiverClub will shut down at 7:00 PM for this ticketed adults only night!

We will have our normal Food Truck Friday as well live music and bounce house for the kids at the Riverhouse from 5:00 PM to 8:00 PM.

[Purchase Tickets Here](#)



HAYMAKER COFFEE CO.

Haymaker Coffee Truck
Every Sunday in October
9:00 AM to 11:00 AM
RiverHouse

We are excited to have Haymaker Coffee Company and their coffee truck at the RiverHouse from 9:00am to 11:00am on Sunday's in October. They will also have donuts from The Donut Shoppe. Below is a pre-order link for donuts by half dozen or a full dozen. The cut off for pre-order is each Saturday at 6:00 PM. Pre-orders are also accessible on the TruckFindr app by searching for Haymaker.

[Pre Order Donuts Here](#)

Keep a lookout for the Haymaker Coffee Truck on select dates Monday through Friday as they have the availability - we will inform you via Facebook or email communication! Also feel free to email the Haymaker Team at support@haycc.com anytime for their schedule.

Lifestyle



Guest Services





RIVERTOWN COMMUNITY OUTINGS WITH THE JAGUARS

Sunday, Oct. 23 vs. New York Giants - 1:00 PM
Sunday, Dec. 18 vs. Dallas Cowboys - 1:00 PM

Enjoy roundtrip charter bus transportation from RiverTown to TIAA Bank Field and a pre-game tailgate inside TIAA Bank Field with inclusive food, beer, wine, water and soft drinks starting three hours prior to kickoff!

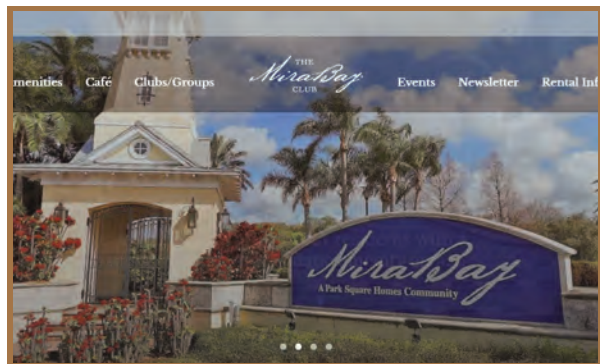
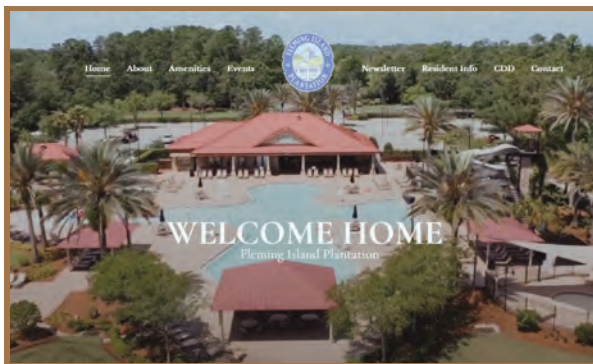
To purchase tickets, please visit: <https://tevo.me/rivertownjags22>



For more information or questions:
Zachary McCellan:
Office: 904-633-5286
Email: mccellanz@mjfljaguars.com



AMENITY WEBSITES



ENHANCING *Community Engagement*

Enhance community engagement with a customized centralized information hub for your community, allowing residents access to all events with real-time updates.

Residents can find all necessary information in one place, including event schedules, ticket sales, community news, service updates, and important announcements.

Features

- ▶ District Management
- ▶ Event Management
- ▶ Ticket Sales
- ▶ Newsletters
- ▶ Real -Time Updates
- ▶ Mobile App Available

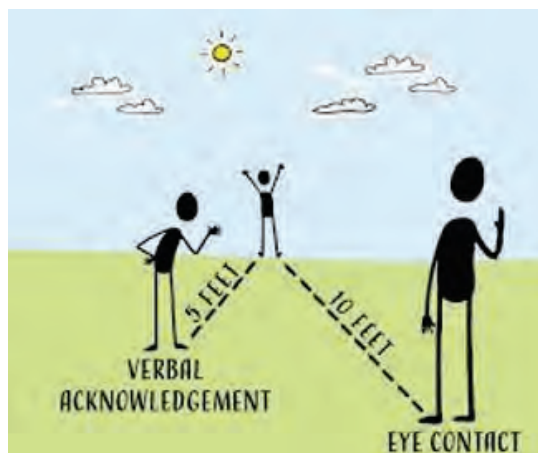
Customer Service Training

Vesta has over four hours of Customer Service Training modules featuring valuable information conveyed through presentation slides, video reenactments, and hands-on, role-play exercises that we developed to provide all of our team members with the very best in Customer Service Training.

These modules include specific training for hourly staff, mid-level managers, and general managers, and have been custom-made by Vesta to fit our specific needs.

Some of our training topics include the following:

- What is customer service?
- How to deliver proper customer service?
- Customer service challenges and potential solutions
- Defining our customers
- Identifying conflicts of all types and how to deescalate and resolve
- Body language and perception
- Anticipation
- Following through and following up
- Service recovery
- The HEART Model
- The 10-5 Rule



Service Recovery Model

Hear
Empathize
Apologize
Respond
Thank



“

Vesta has done an outstanding job in adapting to the ever-changing needs of the community and our 12,000+ residents. Vesta manages the amenities in the most up-to-date manner – one that the residents are proud of. I, along with the rest of the 9-member Federation Board, **highly recommend Vesta** for any position for which they may be considered.

Jack Davidson, Former President Federation Board, Kings Point Sun City Center

”



Management Training

We bring our General Managers, Amenity Managers and Lifestyle Directors together twice a year before and after the peak season to conduct training, prep and debrief the peak season and to network. We do the same with our Field Operations managers annually.

Some of our recent agenda topics have included the following:

- Customer Service Training
- Post Season Debriefs
- Annual Manager Survey results and action items
- Pre Season Operational Initiatives
- Lifestyle Initiatives
- Team Building
- Topical Breakouts
- Operational Tools
- Performance Management
- Staffing Strategies
- Financial Analysis
- Training Development
- Retention Strategies
- Payroll Management and Reporting
- Results of operational pilots
- Team Member Check Ins
- Insurance
- Checklist Management
- On-Boarding
- Townhall with Vesta's CEO



“

A key reason we employ Vesta is our strong work-relationship with their Management Team. We've been together for many years, and when deciding the level of customer service and the District's cost, our relationship is such that we take into consideration what's best for each other.

Either you trust each other to do what's best for all or you don't hire them. **It has to be a partnership to work, and I trust Vesta's Management Team.**

Michael C. Taylor, Board Chairman; Heritage Landing CDD

”



Eagle Pride Day
*Hundreds of Associates
Honoring Vesta's Founder,
Celebrating Our Core Values*



PROPOSAL: PRICING

The contractor, through an on-site Clubhouse Director will manage, supervise, and staff the Aquabella Lifestyle Center as follows:

Salaried positions include gross wages and burden.

This fee schedule requires a one-time Contract Commencement Fee of \$5,000 for HR onboarding and transition costs.

Position	2025 Salary	Hours	Burden	Total Cost:
Clubhouse Director	\$85,000	2,080	38%	\$117,300
Asst. Clubhouse Director - hourly	\$25/hr.	2,080	38%	\$71,760
Greeter (Front desk) - full coverage*	\$19/hr.	4,160	38%	\$109,075.20
(3) Housekeepers - FT	\$17/hr.	6,240	38%	\$146,390.40
			Total Annual Cost:	\$444,525.60

5% annual increase for COLA and burden adjustment.

*Greeter hours are based on 80 hours per week for Clubhouse Operating Hours.

Custom Lifestyle/Amenity Website (ref. pp. 21):

Proposal to be provided at a later date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY/YYYY)
08/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Associations Insurance Agency, Inc. 5401 North Central Expressway, Suite 315 Dallas, TX 75205	CONTACT NAME: Associations Insurance Agency, Inc. PHONE: (866) 384-8579 FAX: (214) 751-2390 E-MAIL ADDRESS: CertificateRequest@AssociationsInsuranceAgency.com PRODUCER CUSTOMER ID: 00003921										
INSURED Vesta Property Services, Inc. 245 Riverside Ave, Ste 300 Jacksonville, FL 32202	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Ategrity Specialty Insurance Company</td><td></td></tr><tr><td>INSURER B: Axis Surplus Lines</td><td></td></tr><tr><td>INSURER C: Vantage Risk Specialty Insurance Company</td><td></td></tr><tr><td>INSURER D: Fair American Select Insurance Company</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ategrity Specialty Insurance Company		INSURER B: Axis Surplus Lines		INSURER C: Vantage Risk Specialty Insurance Company		INSURER D: Fair American Select Insurance Company	
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INSURER C: Vantage Risk Specialty Insurance Company											
INSURER D: Fair American Select Insurance Company											

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	01-B-GL-P00000595-5	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> SEVERABILITY OF INTEREST						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<input type="checkbox"/> HIRED AUTOS						\$
B-D	<input type="checkbox"/> UMBRELLA LIAB	X	OCCUR	Various See Attached	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	N/A					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured, with respects to the GL Policy, per written contract.

CERTIFICATE HOLDER**CANCELLATION**

****Insurance Verification****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dana R. Hays

“ Vesta is extremely quick to resolve any problems that arise, and their work has been nothing less than stellar. Whether it is a Vesta employee on property, Amenity Manager, General Manager or Sr. Leadership, I have direct access to all and they always respond. They truly care about our community and residents, and enhancing the quality-of-life for them.

I could not give a higher or more enthusiastic recommendation.

Kevin Colcord, past Board Chairman; Bartram Springs CDD

”

COMMENTS / REMARKS

B: Excess Liability

Axis Surplus Lines Company

Policy # P-001-001224246-02

Effective: 8/1/2024 - 8/1/2025

Aggregate Limit: \$2,000,000

Each Occurrence Limit: \$2,000,000

C: Excess Liability

Vantage Risk Specialty Insurance Company

Policy # P03XC000030232

Effective: 8/1/2024 - 8/1/2025

Each Occurrence: \$2,000,000

General Aggregate Limit: \$2,000,000

Products-Completed Operations: \$2,000,000

D: Excess Liability

Fair American Select Insurance Company

Policy # CSX-8000311-01

Effective: 8/1/2024 - 8/1/2025

Defense Costs: Outside the Limits

Aggregate Limit: \$1,000,000 where applicable

Attachment Point: \$4,000,000

“ I live in ETown and Vesta does our Recharge Center. I want to give 5 stars to Vesta for doing a good job taking care of our Amenity Center and for Marcy who is our manager there. She does a wonderful job having so many fun activities for our community, and keeps everything nice and clean there too!

Angie A - Northeast Florida CDD Resident



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YYYY)
08/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Associations Insurance Agency, Inc. 5401 North Central Expressway, Suite 315 Dallas, TX 75205	CONTACT NAME: Associations Insurance Agency, Inc. PHONE: (866) 384-8579 FAX: (214) 751-2390 E-MAIL ADDRESS: Info@AssociationsInsuranceAgency.com PRODUCER CUSTOMER ID: 00003921														
INSURED Vesta Property Services, Inc. 245 Riverside Ave, Ste 300 Jacksonville, FL 32202	<table border="1"><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Federal Insurance Company</td><td></td></tr><tr><td>INSURER B: AIG Specialty Insurance Company</td><td></td></tr><tr><td>INSURER C: Beasley Insurance Company, Inc.</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company		INSURER B: AIG Specialty Insurance Company		INSURER C: Beasley Insurance Company, Inc.		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company															
INSURER B: AIG Specialty Insurance Company															
INSURER C: Beasley Insurance Company, Inc.															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AITORS <input type="checkbox"/> SCHEDULED AITORS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AITORS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A-C	Various			Various	08/01/2024	08/01/2025	See Page 2 for Policy Limits & Deductibles

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

** Insurance Verification **

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dana Hodge

ACORD 25 (2009/09)

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“

Vesta has done an outstanding job in adapting to the ever-changing needs of the community and our 12,000+ residents. Vesta manages the amenities in the most up-to-date manner - one that the residents are proud of. I, along with the rest of the 9-member Federation Board, highly recommend Vesta for any position for which they may be considered.

Jack Davidson, President Federation Board, Kings Point Sun City Center

”
Page 37

COMMENTS / REMARKS

EXECUTIVE RISK PACKAGE

Federal Insurance Company

Policy #: 82622087

Effective: 08/01/2024 - 08/01/2025

Management Liability and Company Reimbursement

•\$3,000,000 Aggregate Limit of Liability

•\$250,000 Retention per Loss

•02/02/2001 Retroactive Date

Employment Practices Liability

•\$3,000,000 Aggregate Limit of Liability

•\$350,000 Retention per Loss

•02/02/2001 Retroactive Date

Pension & Welfare Benefit Plan Fiduciary Liability

•\$3,000,000 Aggregate Limit of Liability

•\$1,000 Retention per Loss

•02/02/2001 Retroactive Date

Subject to the terms and conditions stated in the policy.

MISCELLANEOUS PROFESSIONAL LIABILITY

AIG Specialty Insurance Company

Policy #: 01-354-82-26

Effective: 08/01/2023 - 08/31/2024

Limit of Liability

•\$10,000,000 Each Loss

•\$10,000,000 Aggregate

•\$250,000 Retention per Loss

•01/25/2002 Retroactive Date

Description of Covered Professional Services:

Property Owner Association Management including but not limited to the following services:

Property manager, real estate agent/broker, consultation services, publishing, media services, website administration, construction management -agency, engineering consultative services, fire watch services, crime prevention training, debt collection, title company operations, home inspections, software development, pool and spa maintenance.

CRIME COVERAGE

Beazley Insurance Company, Inc.

Policy #: V2822210601

Effective: 08/01/2024-08/01/2025

Employee Dishonesty/Forgery or Alteration/On Premises/In Transit/Money Orders and Counterfeit Paper and Currency Fraud/ Computer Fraud and Funds Transfer Fraud/Client Property Coverage

•\$10,000,000 Limit of Liability

•\$100,000 Deductible per Loss

Subject to the terms and conditions stated in the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 501 Riverside Ave Suite 1000 Jacksonville FL 32202	CONTACT NAME: Jessica Goff	
	PHONE (A/C, No, Ext): 904-548-2301 FAX (A/C, No): 904-634-1302	
	E-MAIL ADDRESS: Jessica_Goff@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Accident Fund Insurance Company of America	10166
INSURED Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 156524669		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	100074418	1/1/2024	1/1/2025	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Proof Of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jessica Goff</i>

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ACORD 25 (2016/03)

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Carla Turner PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: carla.turner@usi.com INSURER(S) AFFORDING COVERAGE INSURER A: Sentry Insurance Company NAIC # 24988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Vesta Property Services, Inc. 245 Riverside Avenue, Suite 300 Jacksonville, FL 32202	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car		9017993003	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Autos Physical Damage		9017993003	08/01/2024	08/01/2025	\$1,000 Comp. Deductible \$1,000 Coll. Deductible \$50,000 Max Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Automobile policy includes an automatic Blanket Additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder that requires such status. The Automobile Liability policy also includes an endorsement with Primary and Non-Contributory wording, as required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carla Turner

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ACORD 101 (08/15/23) 4-150 The ACORD name and logo are registered marks of ACORD



“

I'm very grateful for your stewardship that has supported and improved our community in so many ways. I'm thankful for our partnership with Vesta and the individual relationships I've built with each member of your team.

It is a group committed to our community's success, with a willing spirit that consistently goes above and beyond to serve our residents.

”

Chris Sexton, former Board Chairman; Julington Creek Plantation CDD

Contact Us

**13595 SW 134 AVE, Suite 108
Miami, FL 33186**

Phone: 305-552-7855





2024 Two Lakes Community Development District with Brotherhood Security Services

On-site Security Service from Monday to Sunday	Hour per Week	Pay Rate/Hour	Billing Rate/Hour	Overtime Rate/Hour	Annual Investment
Club House 1 On Site Security	49	\$ 15.00	\$ 23.00		\$ 58,604.00
Club House 2 On Site Security	49	\$ 15.00	\$ 23.00		\$ 58,604.00
	98				\$ 117,208.00
Club House 1 On Site Security				\$ 34.50	\$ 1,656.00
Club House 2 On Site Security				\$ 34.50	\$ 1,656.00
<i>*Observed Holidays: Christmas Day, New Year's Day, Independence Day, Labor Day, Veterans Day, and Thanksgiving Day</i>					\$ 3,312.00

On-Site Security Officer Service Subtotal \$ 120,520.00

Operational Expenses	Cost per Week	Cost per Month			Annual Investment
Management Service Fee	\$ 100.00	\$ 400.00			\$ 5,200.00
Technology Fee (Smart phone with Security Software)	\$ 40.00	\$ 160.00			\$ 2,080.00

Operational Expenses Subtotal \$ 7,280.00

On-Site Security Officer Service and Operational Expenses Subtotal \$ 127,800.00

Total Estimated Annual Investment \$ 127,800.00

Total Estimated Monthly Investment \$ 10,650.00

Total Estimated Weekly Investment \$ 2,457.69

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Two Lakes Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 24th day of October, 2024.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Two Lakes Community Development District

**Amended Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I **AMENDED FINAL OPERATING FUND BUDGET**
- II **AMENDED FINAL DEBT SERVICE FUND BUDGET - SERIES 2017**
- III **AMENDED FINAL DEBT SERVICE FUND BUDGET - SERIES 2019**

AMENDED FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Administrative Assessments	99,094	108,561	108,561
Maintenance Assessments	163,124	163,124	163,124
Debt Assessments (2017)	1,482,926	1,482,926	1,482,926
Debt Assessments (2019)	1,153,711	1,153,711	1,153,711
Other Revenue	0	0	0
Interest Income - Stormwater	0	2,962	2,962
Interest Income - Operating	360	51,147	51,147
TOTAL REVENUES	\$ 2,899,215	\$ 2,962,431	\$ 2,962,431
EXPENDITURES			
Supervisor Fees	0	2,400	2,400
Payroll Taxes	0	184	184
Management	40,248	40,248	40,248
Legal	12,800	19,000	16,898
Assessment Roll	9,400	9,400	9,400
Audit Fees	5,900	5,800	5,800
Arbitrage Rebate Fee	1,300	1,300	1,300
Insurance	6,500	6,594	6,594
Legal Advertisements	1,500	18,000	12,932
Miscellaneous	1,300	1,400	1,255
Postage	525	1,575	1,563
Office Supplies	725	2,050	2,004
Dues & Subscriptions	175	175	175
Trustee Fees	6,500	6,500	3,250
Continuing Disclosure Fee	2,000	1,000	1,000
Ratings Fee (S&P)	0	7,500	7,500
Administrative Contingency	4,636	2,000	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 93,509	\$ 125,126	\$ 112,503
MAINTENANCE EXPENDITURES			
Annual Engineer's Report & Inspections	2,400	4,500	3,355
Engineering - Extraordinary (WGI)	0	16,267	16,267
Field Operations Management	1,500	1,500	1,500
Roadway/Street Drainage System	35,000	10,000	0
Lake Tract(s) Maintenance	12,000	3,000	0
Aquatic Maintenance	15,000	0	13,008
Capital Improvements Fund	87,437	20,000	0
TOTAL MAINTENANCE EXPENDITURES	\$ 153,337	\$ 55,267	\$ 34,130
TOTAL EXPENDITURES	\$ 246,846	\$ 180,393	\$ 146,633
REVENUES LESS EXPENDITURES	\$ 2,652,369	\$ 2,782,038	\$ 2,815,798
Bond Payments (2017)	(1,393,950)	(1,411,973)	(1,411,973)
Bond Payments (2019)	(1,084,488)	(1,098,606)	(1,098,606)
BALANCE	\$ 173,931	\$ 271,459	\$ 305,219
County Appraiser & Tax Collector Fee	(57,977)	(27,941)	(27,941)
Discounts For Early Payments	(115,954)	(110,708)	(110,708)
EXCESS/ (SHORTFALL)	\$ -	\$ 132,810	\$ 166,570
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 132,810	\$ 166,570

FUND BALANCE AS OF 9/30/23
FY 2023/2024 ACTIVITY
FUND BALANCE AS OF 9/30/24

\$866,462
\$132,810
\$999,272

Note

Fund Balance Includes Stormwater Bank Account Balance Of \$82,075.

AMENDED FINAL BUDGET

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2017
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income	100	91,550	91,508
NAV Assessment Collection	1,393,950	1,411,973	1,411,973
Transfer From Capital Projects Fund	0	0	0
Total Revenues	\$ 1,394,050	\$ 1,503,523	\$ 1,503,481
EXPENDITURES			
Principal Payments	455,000	435,000	435,000
Interest Payments	938,950	947,650	947,650
Bond Redemption	100	0	0
Total Expenditures	\$ 1,394,050	\$ 1,382,650	\$ 1,382,650
Excess/ (Shortfall)	\$ -	\$ 120,873	\$ 120,831

FUND BALANCE AS OF 9/30/23	\$1,880,685
FY 2023/2024 ACTIVITY	\$120,873
FUND BALANCE AS OF 9/30/24	\$2,001,558

Notes

Reserve Fund Balance = \$696,975*. Revenue Fund Balance = \$1,304,583*

Revenue Fund Used To Fund 12/15/24 Principal & Interest Payment Of \$924,475

(Principal: \$455,000 + Interest: \$469,475 = \$924,475).

* Approximate Amounts

Series 2017 Bond Information

Original Par Amount =	\$21,685,000	Annual Principal Payments Due:
Interest Rate =	3.25% - 5.0%	December 15th
Issue Date =	June 2017	Annual Interest Payments Due:
Maturity Date =	December 2047	June 15th & December 15th

Par Amount As Of 9/30/24 = \$19,270,000

AMENDED FINAL BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2019
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income	100	67,400	67,340
NAV Assessment Collection	1,084,488	1,098,606	1,098,606
Total Revenues	\$ 1,084,588	\$ 1,166,006	\$ 1,165,946
EXPENDITURES			
Principal Payments	420,000	400,000	400,000
Interest Payments	664,487	669,963	669,963
Transfer To Construction Fund	0	0	0
Bond Redemption	101	0	0
Total Expenditures	\$ 1,084,588	\$ 1,069,963	\$ 1,069,963
Excess/ (Shortfall)	\$ -	\$ 96,043	\$ 95,983

FUND BALANCE AS OF 9/30/23	\$1,399,569
FY 2023/2024 ACTIVITY	\$96,043
FUND BALANCE AS OF 9/30/24	\$1,495,612

Notes

Reserve Fund Balance = \$542,244*. Revenue Fund Balance = \$953,368*

Revenue Fund Used To Fund 12/15/24 Principal & Interest Payment Of \$746,981

(Principal: \$415,000 + Interest: \$331,981 = \$746,981).

* Approximate Amounts

Series 2019 Bond Information

Original Par Amount =	\$19,050,000	Annual Principal Payments Due:
Interest Rate =	3.0% - 4.0%	December 15th
Issue Date =	September 2019	Annual Interest Payments Due:
Maturity Date =	December 2049	June 15th & December 15th
Par Amount As Of 9/30/24 =	\$17,485,000	

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**LIEN OF RECORD OF THE
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given this ____ day of November, 2024 that the Two Lakes Community Development District (the “District”), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the “Act”), enjoys a governmental lien of record on the property within the boundaries of the District. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District’s lien secures the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District’s operating and maintenance expenses, and to pay the District’s bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of \$_____ Two Lakes Community Development District Special Assessment Bonds, Series 2024 (Tax-Exempt) and \$_____ Two Lakes Community Development District Special Assessment Bonds, Series 2024 (Taxable). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
561-630-4922

**THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021,
FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE
FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

By: _____

Print name: _____

Joseph Noriega, Chairperson
Board of Supervisors

Address: _____

Print name: _____

ATTEST:

Address: _____

By: _____

Armando Silva
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 November, 2024, by Joseph Noriega, the Chairperson of the Board of Supervisors of the Two Lakes Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

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 November, 2024, by Armando Silva, the Secretary of the Two Lakes Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Exhibit “A”

LEGAL DESCRIPTION

This instrument prepared by and
after recording return to:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, PA
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

Folio Nos. 04-2016-006-3740; 04-2016-008-7000; 04-2016-007-5560; 04-2016-010-3430

LICENSE AGREEMENT

(Public Clubhouse Access)

THIS LICENSE AGREEMENT the (“Agreement”), is entered into effective this _____
day of November, 2024, by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit
of special purpose government established pursuant to Chapter 190, Florida
Statutes, being situated in Hialeah, Miami-Dade County, Florida, and whose
mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm
Beach Gardens, Florida 33410 (the “District”);

and

AQUABELLA COMMUNITY ASSOCIATION, INC., a Florida not-for-
profit corporation, whose mailing address is 10401 W. 35th Lane, Hialeah,
Florida 33018 (the “Association”).

WITNESSETH:

WHEREAS, 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;

WHEREAS, the Association has requested that the District secure ownership of the two
clubhouse facilities and related recreational amenities situated within the boundaries of the
District and which are described as (i) Tract Q of the Plat of Aquabella Section One, recorded at
Plat Book 172, Page 51 of the Public Records of Miami-Dade County, Florida (Miami-Dade
County Property Appraiser Folio No. 04-2016-006-3900), having the physical address of 10401
West 35 Lane, Hialeah, Florida 33018 (“Clubhouse 1”) and (ii) Tract R2 of the Plat of Aquabella

North, recorded at Plat Book 174, Page 1 of the Public Records of Miami-Dade County, Florida (Miami-Dade County Property Appraiser Folio No. 04-016-008-7690), having the physical address of 11061 West 34 Way, Hialeah, Florida 33018 (“Clubhouse 2,” together with Clubhouse 1, the “Club Property”); and

WHEREAS, the Club Property and the structures located thereon will be acquired by the District utilizing tax-exempt bond proceeds from the Two Lakes Community Development District, Series 2024 Bonds (the “Bonds”) issued by the District; and

WHEREAS, the Association is the owner of certain road rights-of-way from the entrance(s) to the development, which road rights-of-way include a portion of Tract A, Aquabella Section One Plat, as recorded in Plat Book 172, Page 51 of the Public Records of Miami-Dade County, Florida (Miami-Dade County Property Appraiser Folio No. 04-2016-006-3740), a portion of Tract D-1, Aquabella Section Two Plat, as recorded in Plat Book 173, Page 8 of the Public Records of Miami-Dade County, Florida (Miami-Dade County Property Appraiser Folio No. 04-2016-007-5560), a portion of Tract A, Aquabella North Plat, as recorded in Plat Book 174, Page 1 of the Public Records of Miami-Dade County, Florida (Miami-Dade County Property Appraiser Folio No. 04-2016-008-7000), and a portion of Tract H-3, Aquabella North Replat, as recorded in Plat Book 174, Page 64 of the Public Records of Miami-Dade County, Florida (Miami-Dade County Property Appraiser Folio No. 04-2016-010-3430), as more particularly shown and described in Exhibit A, attached hereto and incorporated herein (collectively, the “License Area”); and

WHEREAS, the District desires to be the recipient of and the Association desires to grant a license over the License Area for public pedestrian, bicycle, and vehicular traffic traveling to and from the Club Property, provided that the general public utilizing the License Area has a current membership to utilize the Club Property and associated facilities, is an authorized guest or visitor, is traveling to or from the Club Property for the purpose of purchasing a membership or gathering information in connection with the purchase of a membership, or is traversing within the License Area for the purpose of attending or leaving from a public meeting of the District Board of Supervisors (the “Board”); and

WHEREAS, the parties have agreed to enter into a License Agreement with regard to the use of the right-of-way License Area as set out herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1. **Recitals.** The above recitals are true and are incorporated into this Agreement.
2. **Description of License Area.** Association hereby grants to District and the general public the non-exclusive right, license and privilege to the public over the License Area for pedestrian, bicycle, and vehicular traffic traveling to and from the Club Property, provided that the general public utilizing the License Area has a current membership to utilize the Club

Property and associated facilities, is an authorized guest or visitor, is traveling to or from the Club Property for the purpose of purchasing a membership or gathering information in connection with the purchase of a membership, or is attending or leaving from a public meeting of the Board. Nothing herein shall have the effect of overriding or pre-empting any rules or regulations of the District or the Association, provided that any such rule or regulation is not inconsistent with the issuance, payment, or use of the Bonds and proceeds therefrom.

3. **Term.** The term of this License shall run until such time as the Club Property is sold, conveyed, or otherwise transferred to a private, non-governmental entity or as otherwise mutually agreed by the parties.

4. **Compensation.** No payment shall be made by the District or the general public for the rights or privileges granted in this License Agreement.

5. **Use of Premises.** District and the general public shall use and occupy the License Area only for the limited purposes designated in paragraph 2 of this Agreement and the License Area shall not be used for any other purpose by District without the advance written amendment of this Agreement. District shall not knowingly or willingly permit the License Area to be used or occupied in any manner which violates any laws, rules, policies or regulations of any governmental entity, including the District.

6. **Damage to Premises.** The District shall not, by its use or occupancy, cause damage to the License Area. District shall give the Association, or its designated agent, prompt written notice by certified mail, return receipt requested, of any occurrence, incident or accident occurring on, over, through, in, or at the License Area, and which arises out of this Agreement.

7. **Maintenance and Repair of License Area.** It shall be the responsibility of Association to keep the License Area clean, sanitary and free from trash and debris, and safe for pedestrian and vehicular traffic. The upkeep and maintenance of the License Area under this Agreement shall be borne by the Association, and Association agrees to maintain the License Area in accordance with the terms and conditions of this Agreement and consistent with prudent and reasonable maintenance procedures and techniques. Association specifically agrees to maintain and repair the License Area in a manner that will not pose a hazard to persons and/or vehicles on adjacent property or the improved right-of-way.

8. **Amendment.** No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity.

9. **Surrender Upon Termination.** District shall peaceably surrender and deliver the License Area to the Association or its agents immediately upon the effective date of the termination of this Agreement. Unless authorized in writing by the Association, District shall remove from the License Area, at its expense, anything placed on the License Area by the District or its agents.

10. **Waiver.** Failure of the Association or District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

11. **Notice.** Any notice or demand, which under the terms of this Agreement or by any statute or ordinance is to be given or made by either party, shall be in writing and shall be given by certified or registered mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

AS TO THE DISTRICT: Two Lakes Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO THE ASSOCIATION: Aquabella Community Association, Inc.
10401 West 35th Lane
Hialeah, Florida 33018
Attention: President

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

12. **Entire Agreement.** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

13. **Laws and Ordinances.** District shall observe all laws and ordinances of the City of Hialeah, Miami-Dade County, and state and federal agencies directly relating to the License Area.

14. **Recordation of Agreement.** This Agreement may be recorded in the Public Records of Miami-Dade County, Florida. Should this Agreement be recorded, upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by District at District's expense.

15. **Severability.** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

16. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

17. **Costs and Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

18. **Successors and Assignment.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

19. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

20. **Construction of Terms.** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

21. **Captions.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and all collectively deemed one instrument.

23. **Effective Date.** This Agreement shall become effective when the District becomes the owner of the Club Property, which ownership is expected to be transferred to the District on or before November 30, 2024. If the District does not acquire ownership of the Club Property by November 30, 2024, this Agreement shall be canceled and be of no further effect, unless such date has been extended upon the mutual agreement of the parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name:_____

Address: _____

By: _____
Chairman/Vice-Chairman

Print Name:_____

Address: _____

_____ day of _____, 2024

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 Chairman/Vice-Chairman of the Board of Supervisors for **TWO LAKES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

WITNESSES:

**AQUABELLA COMMUNITY
ASSOCIATION, INC.**, a Florida not-for-
profit corporation

Print Name: _____

Address: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Address: _____

(CORPORATE SEAL)

_____ day of _____, 2024

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 _____ of the **AQUABELLA COMMUNITY ASSOCIATION, INC.**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

EXHIBIT A

License Area

Tract A, Aquabella Section One Plat, as recorded in Plat Book 172, Page 51 of the Public Records of Miami-Dade County, Florida
(Miami-Dade County Property Appraiser Folio No. 04-2016-006-3740)

Tract D-1, Aquabella Section Two Plat, as recorded in Plat Book 173, Page 8 of the Public Records of Miami-Dade County, Florida
(Miami-Dade County Property Appraiser Folio No. 04-2016-007-5560)

Tract A, Aquabella North Plat, as recorded in Plat Book 174, Page 1 of the Public Records of Miami-Dade County, Florida
(Miami-Dade County Property Appraiser Folio No. 04-2016-008-7000)

Tract H-3, Aquabella North Replat, as recorded in Plat Book 174, Page 64 of the Public Records of Miami-Dade County, Florida
(Miami-Dade County Property Appraiser Folio No. 04-2016-010-3430)

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 13-06225-P

Application No(s): 160603-2

Project Name: Two Lakes Lennar Phase (if applicable): Phase 1

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: <u>Greg McPherson</u> Signature of Permittee <u>Lennar Homes, LLC</u> Company Name _____ Phone/email address	<u>Vice President</u> Name and Title <u>5505 Waterford District Drive</u> Company Address <u>Miami, FL 33126</u> City, State, Zip
---	--

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____ Signature of Representative of O&M Entity _____ Name and Title _____ Email Address _____ Phone	_____ Name of Entity for O&M _____ Address _____ City, State, Zip _____ Date
---	---

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)



- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 13-06225-P

Application No(s): 171026-20

Project Name: Aquabella

Phase (if applicable): Phase 2

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: <u>Greg McPherson</u> Signature of Permittee <u>Lennar Homes, LLC</u> Company Name _____ Phone/email address	<u>Vice President</u> Name and Title <u>5505 Waterford District Drive</u> Company Address <u>Miami, FL 33126</u> City, State, Zip
---	--

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____ Signature of Representative of O&M Entity _____ Name and Title _____ Email Address _____ Phone	_____ Name of Entity for O&M _____ Address _____ City, State, Zip _____ Date
---	---

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)



- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

**AQUABELLA CLUB
CLUB RULES AND REGULATIONS**

Adopted September 26, 2024 (Resolution 2024-10)

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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 eighteen (18) years of age or older, or be accompanied by a Member, Annual Member, and Immediate Family Member who is eighteen (18) 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. 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 but not limited to cigar, hookah, electronic cigarettes, pipe smoking, vaping, the use of smokeless tobacco, and smoking of any kind, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas.

2.6 Attire. Shirts, bottoms (e.g., pants, shorts, or skirts), 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 thirteen (13) years of age and older may use the fitness center with adult supervision 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 thirteen (13) 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 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 visual 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 it 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 thirteen (13) years of age are not permitted in the Exercise Room under any circumstances. Minors thirteen (13) years of age and older may use the Exercise Room with adult supervision 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.

**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: 10:00 am to 8:00 pm* Saturday – Sunday: 10:00 am to 8:00 pm*
	*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: _____

**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
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.