



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
FEBRUARY 26, 2026
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
February 26, 2026
6:00 p.m.

- 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. January 22, 2026 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Update Regarding ButterflyMX
 - 2. Update Regarding Lake Fountain Installation (Main Clubhouse Lake)
 - 3. Update from Engineering Regarding Aquabella Multi-Sport Courts
- H. New Business
 - 1. Discussion Regarding Fiscal Year 2026/2027 Proposed Budget.....Page 6
 - 2. Discussion Regarding Parking Enforcement
- I. Administrative Matters
 - 1. Consider Approval of Attorneys Fee Adjustment – Billing Cochran.....Page 7
 - 2. Discussion Regarding Amendment to Club Rules – Firearms Policy.....Page 9
- J. Board Member & Staff Closing Comments
- K. Adjourn

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57958	IPL0301880	Legal Ad - IPL0301880	Revised FY 25/26 Mtg Schedule	1.0	85.0L

ATTENTION: Two Lakes Community Development District IP
 2501A Burns Road
 Palm Beach Gardens, FL 33410
 larcher@sdsinc.org

PUBLISHED DAILY
 MIAMI-DADE-FLORIDA

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
 01/12/26 Print

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**TWO LAKES COMMUNITY
 DEVELOPMENT DISTRICT
 AMENDED FISCAL YEAR
 2025/2026 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:

- January 22, 2026
- February 26, 2026
- March 26, 2026
- April 23, 2026
- May 28, 2026
- June 25, 2026
- July 23, 2026
- August 27, 2026
- September 24, 2026

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

PUBLISH:
MIAMI HERALD 01/12/26
 IPL0301880
 Jan 12 2026

Sworn to and subscribed before
 me on



**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 22, 2026**

A. CALL TO ORDER

The January 22, 2026, Regular Board Meeting of the Two Lakes Community Development District (the “District”) was called to order at 6:07 p.m. at the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018.

B. PROOF OF PUBLICATION

Proof of publication was presented that indicated that notice of the January 22, 2026, Regular Board Meeting had been published in *The Miami Herald* on January 26, 2026, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Joseph Noriega, Carlos Mendiluze, Albert Abreu, Mauricio Jaramillo, and Orlando Bracho constituted a quorum and it was in order to proceed with the meeting.

Staff present included: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and District Counsel Liza Smoker of Billing, Cochran, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Mendiluze requested the addition of a discussion regarding a printer lease. The Board acknowledged the request. Mr. Silva explained that two proposals had been received for leasing printers for the clubhouse. Mr. Mendiluze stated that the current printers had broken and recommended leasing replacements. A discussion ensued after which the item was tabled, as the Aquabella Homeowners Association would benefit more from the printer than the District.

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. December 3, 2025, Special Board Meeting

Mr. Silva presented the December 3, 2025, Special Board Meeting minutes and asked if there were any comments and/or changes. There being none, a **motion** was made by Mr.

Mendiluze, seconded by Mr. Noriega, and unanimously passed approving the December 3, 2025, Special Board Meeting minutes, as presented.

G. OLD BUSINESS

1. Update Regarding Status of the Recording of the Easement and the Overdue Payment of \$17,500 from the Association to the District

Mr. Silva advised that the \$17,500 payment had been approved by the Aquabella Homeowners Association and was expected by the first week of February. He further advised that the recorded easement had been received and the original was pending receipt. A discussion ensued, after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Jaramillo, and unanimously passed approving the amendment of the Joint Participation Agreement to reflect an effective date of February 16, 2026.

2. Update Regarding Lake Fountain Installation (Main Clubhouse)

Mr. Silva stated that the fountain installation was expected to be completed by the end of the following week. Mr. Mendiluze noted the positioning of the first fountain appeared off, and Mr. Silva indicated that District Field Operations would inspect.

3. Update Regarding Gym Upgrades

Mr. Silva advised that the gym upgrades had been completed and the gym was officially open.

4. Update Regarding Kids Playroom

Mr. Silva advised that the kids' playroom upgrades had been completed and the playroom was officially open.

5. Update from Engineering Regarding Aquabella Multi-Sport Courts

Mr. Silva advised that Alvarez Engineers confirmed there were no known zoning restrictions preventing installation of multi-sport courts within Clubhouse Tract R-2. Alvarez Engineers submitted a proposal for engineering services related to the design of a soccer field and basketball half-court within Tract R-2, including surveying, grading, stormwater, layout, lighting, ADA access, and code compliance to allow permitting and bidding. A discussion ensued after which;

A **motion** was made by Mr. Abreu, seconded by Mr. Jaramillo, and unanimously passed approving an amount not to exceed \$30,000 for the engineering services and authorizing Chairperson Joseph Noriega as Board Liaison.

6. Update Regarding Pool Heater Discussion

Mr. Silva stated that this item was discussed during the previous Board meeting and that the pool contractor had recommended residential-style heaters. There was a Board consensus to place this item on hold until completion of the multi-sport courts.

H. NEW BUSINESS

1. Discussion Regarding Preventive Maintenance Proposals for Gym Equipment

Mr. Silva presented a proposal from LIVunLtd for preventive maintenance services for the gym equipment. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Noriega, and unanimously passed approving the proposal from LIVunLtd for six service dates per year at \$449 per service date and authorizing District Counsel to draft a Preventive Gym Equipment Maintenance Services Agreement.

2. Discussion Regarding IT Network and CCTV Support Services

Mr. Silva presented a proposal from Advanced Multimedia, Inc. for IT network and CCTV support services. A discussion ensued after which;

A **motion** was made by Mr. Jaramillo, seconded by Mr. Abreu, and unanimously passed approving the proposal from Advanced Multimedia, Inc. in the amount of \$355 per month with a \$350 activation fee and authorizing District Counsel to draft the agreement.

3. Consider Ratification of Second Amendment to Security Services Agreement

Mr. Silva stated the amendment had been executed pursuant to prior Board approval. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Noriega, and unanimously passed ratifying the execution of the Second Amendment to the Security Services Agreement.

4. Consider Ratification of Third Amendment to Clubhouse Management Agreement

Mr. Silva presented the Third Amendment to the Clubhouse Management Agreement. A discussion ensued after which;

A **motion** was made by Mr. Abreu, seconded by Mr. Mendiluze, and unanimously passed ratifying execution of the Third Amendment to the Clubhouse Management Agreement.

I. ADMINISTRATIVE MATTERS

1. Discussion Regarding Amendment to Club Rules – Firearms Policy

Mr. Silva stated that District management would commence rulemaking to amend the Club Rules related to firearms policy and other updates. A discussion ensued after which;

A **motion** was made by Mr. Abreu, seconded by Mr. Jaramillo, and unanimously passed approving commencement of the rulemaking process, including advertisement of a public hearing.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no further Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business, a **motion** was made by Mr. Noriega, seconded by Mr. Abreu, and unanimously passed adjourning the meeting at 7:54 p.m.

Secretary

Chairperson

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JANUARY 2026**

	Annual Budget 10/1/25 - 9/30/26	Actual Jan-26	Year To Date Actual 10/1/25 - 1/31/26
REVENUES			
Administrative Assessments	125,833	0	111,495
Maintenance Assessments	135,620	0	120,135
Clubhouse O&M Assessments	1,431,277	0	1,268,168
Debt Assessments (Series 2017)	1,482,926	0	1,315,571
Debt Assessments (Series 2019)	1,153,711	0	1,022,335
Debt Assessments (Series 2024)	2,349,335	0	2,080,295
Other Revenue	0	0	0
Interest Income - Stormwater Account	0	0	535
Interest Income	1,440	0	2,301
Other Revenue - Clubhouse	0	0	4,110
Developer Contribution	0	0	17,500
Total Revenues	\$ 6,680,142	\$ -	\$ 5,942,445
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	2,400	600	1,800
Payroll Tax Expense	0	46	137
Management	42,648	3,554	14,216
Legal	20,000	4,860	17,955
Assessment Roll	9,400	0	0
Audit Fees	7,900	0	0
Arbitrage Rebate Fees	1,950	0	0
Insurance	7,100	0	0
Legal Advertisements	8,000	0	1,045
Miscellaneous	1,200	385	854
Postage	500	2	39
Office Supplies	700	27	219
Dues & Subscriptions	175	0	175
Trustee Fees	9,750	0	6,500
Continuing Disclosure Fees	3,000	0	0
Administrative Contingency	5,000	0	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 119,723	\$ 9,474	\$ 42,940
MAINTENANCE EXPENDITURES			
Annual Engineer's Report & Inspections	5,000	125	395
Field Operations Management	1,500	125	500
Roadway/Street Drainage System	35,000	0	0
Lake Tract(s) Maintenance	14,000	582	2,333
Aquatic Maintenance	16,000	0	0
Capital Improvements Fund	46,483	0	0
Miscellaneous Maintenance	0	0	0
Lawn Maintenance	0	0	0
Professional Fee & Permits	0	0	0
Lake Fountain Maintenance	6,000	0	0
Storm Drainage/Class V Permit	3,500	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 127,483	\$ 832	\$ 3,228
TOTAL CLUBHOUSE EXPENDITURES (Details On Page 2)	\$ 1,345,400	\$ 82,746	\$ 514,864
Total Expenditures	\$ 1,592,606	\$ 93,052	\$ 561,032
Revenues Less Expenditures	\$ 5,087,536	\$ (93,052)	\$ 5,381,413
Bond Payments (Series 2017)	(1,393,950)	0	(1,250,320)
Bond Payments (Series 2019)	(1,084,488)	0	(971,627)
Bond Payments (Series 2024)	(2,208,375)	0	(1,977,114)
Balance	\$ 400,723	\$ (93,052)	\$ 1,182,352
County Appraiser & Tax Collector Fee	(133,575)	0	(56,813)
Discounts For Early Payments	(267,148)	0	(236,717)
Excess/ (Shortfall)	\$ -	\$ (93,052)	\$ 888,822
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (93,052)	\$ 888,822
Available Funds By Section			
Stormwater Storage Reserve Available Funds As Of 1/31/26	\$ 85,465.20	Operating	\$ 1,382,894.10
		Clubhouse	\$ 594,599.00
Operating Bank Balance As Of 1/31/26	\$ 6,235,090.95	Total Available Funds	\$ 1,977,493.10
Operating Accounts Payable As Of 1/31/26	\$ 4,360,563.05		
Accounts Receivable As Of 1/31/26	\$ 17,500.00	Clubhouse	
	\$ -	Clubhouse Balance As Of 9/30/2025	\$ -
Operating Available Funds As Of 1/31/26	\$ 1,892,027.90	25/26 CH Excess/Shortfall As Of 1/31/26	\$ 594,599.00
Total Available Funds As Of 1/31/26	\$ 1,977,493.10	CH Available Funds As Of 1/31/26	\$ 594,599.00

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February 2, 2026

VIA E-MAIL ONLY– asilva@sdsinc.org

Mr. Armando Silva
District Manager
Special District Services
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

**Re: Adjustment to District Counsel Fee Structure
Two Lakes Community Development District
Our File: 279.16162**

Dear Armando:

This firm's current fee structure has been in place since 2023. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

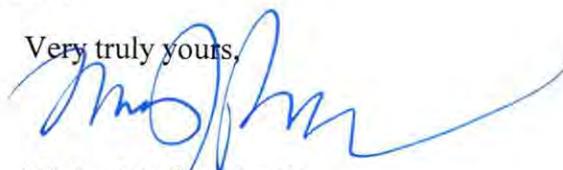
- Attorneys/Partners: \$325.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Mr. Armando Silva
February 2, 2026
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Michael J. Pawelczyk
For the Firm

MJP/jmp

cc: Brielle Barba, SDS (via email only)

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

**AQUABELLA CLUB
CLUB RULES AND REGULATIONS**

**Adopted September 26, 2024 (Res. No. 2024-10)
Revised June 26, 2025 (Res. No. 2025-07)
Revised _____, 2026 (Res. No. 2026-)**

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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 Rules.

3.5.1 **“District Parking Areas”** or **“Clubhouse Parking”** shall include the parking spaces and lots located at the clubhouse at 10401 West 35 Lane, Hialeah, Florida 33018 (Folio Number 04-2016-006-3900) (“Main Clubhouse”), and the clubhouse located at 11061 West 34 Way, Hialeah, Florida 33018 (Folio Number 04-2016-008-7690) (**“Clubhouse No. 2”**), known as Aquabella Club within the boundaries of the Two Lakes Community Development District (the **“District”**) in Miami-Dade County, Florida.

3.5.2 Any vehicle parked in violation of Section 3.5 of the Aquabella Club Club Rules and Regulations (the **“Parking Rules”**) as set forth herein may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors, subject to the provisions of applicable ordinances of Miami-Dade County and Florida Statutes. “No Parking” signs shall be installed at the location of towing areas in accordance with the requirements of applicable ordinances of Miami-Dade County and Florida Statutes. All other traffic and parking rules and regulations of Miami-Dade County or the State of Florida, including the requirements of Chapter 316, Florida Statutes, are to be enforced by local law enforcement

agency having jurisdiction thereof.

3.5.3 Except as otherwise provided by resolution of the Board of Supervisors, on-street parking is prohibited twenty-four (24) hours a day, seven (7) days a week on all District streets, roadways, thoroughfares, or rights-of-way and on all other District property.

3.5.4 Parking within the District Parking Areas on District property is prohibited from the hours of 11:15 p.m. through 4:45 a.m., seven (7) days per week. Section 3.5.4 herein shall not be enforced on federal holidays.

3.5.5 Parking is prohibited upon or within all non-paved District property including, but not limited to, grassed swales and landscaped areas within or adjacent to any District's right-of-way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

3.5.6 No vehicle which cannot operate on its own power, derelict vehicles, vehicles with expired plates, or vehicles with fluid or oil leaks shall remain on District right-of-way or District property for more than twelve (12) hours.

3.5.7 No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept on District right-of-way or District property. The term **“commercial vehicle”** shall not be deemed to include recreational or sport utility vehicles commonly referred to as SUVs up to 21'5" in length or clean “non-working” vehicles such as pick-up trucks, vans, or cars if they are used by the owner on a daily basis for normal transportation. Notwithstanding any other provision in these Parking Rules to the contrary, the foregoing provisions shall not apply to commercial vehicles or construction vehicles currently being used in connection with the official events and activities of the District, approved by the District in writing, or with the construction, improvement, installation, or repair of District rights-of-way or any other District-owned or District-maintained property or facilities.

3.5.8 Marked law enforcement or other emergency vehicles are exempt from the Parking Rules. Owners/residents who are law enforcement or emergency services officials may not leave their law enforcement or other emergency vehicles in District parking areas described in Rules 3.5.3 to 3.5.5, unless they are performing official duties at that location.

3.5.9 The enforcement of these Parking Rules may be suspended in whole or in part for specified periods of time, as determined by the District.

3.5.10 No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or other District property.

3.5.11 Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with Florida law and posted speed limits and traffic regulations.

3.5.12 If District property is damaged or in need of repair as a result of violation of these rules, the District will provide an invoice to the property owner who is in violation for the reasonable cost of repair. In the event the invoice remains unpaid, the charges for the repair shall be added to the Operating and Maintenance assessment attributable to the violator's property within the District on the next ensuing tax bill.

3.6 ~~Reserved. 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.

3.8 No Dumping. Disposal of bulk pickup and other unauthorized trash disposal at the Clubhouse dumpsters and facilities is strictly prohibited (the “**Unauthorized Dumping**”). Fees for Unauthorized Dumping shall be assessed at cost plus ten (10%) for administration, and is a basis for suspension pursuant to Section 8 herein.

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

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

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

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

5. **Obligation to Pay Club Assessments, Dues and Fees**. Each Member shall pay Club Assessments when due in accordance with the Club Plan and District Assessment Resolutions. Each Annual Member shall pay Annual Club Dues in advance to the District. Each

other person using the Club Facilities shall pay such Club Dues and Fees as established from time to time by the District.

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

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

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

6. Pools.

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

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

6.3 Equipment and Towels.

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

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

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

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

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

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

6.8 Restrictions.

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

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

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

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

6.8.5 No diving is permitted in any of the pools.

6.8.6 The use of the Splash Pad is restricted to minors under twelve (12) years of age and under 48 inches in height, with adult supervision.

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
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

MAIN CLUBHOUSE MULTI-PURPOSE ROOM located at 10401 West 35 Lane, Hialeah, Florida 33018 - 4 hours (Available during & after hours, includes multi-purpose room with kitchen and terrace, may be use for all types of events. No other club amenities/areas are included in the rental).

MONDAY-SUNDAY: \$500.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 per additional hour up to 11:59 pm.

CLUBHOUSE NO. 2 MULTI-PURPOSE ROOM located at 11061 West 34 Way, Hialeah, Florida - 4 hours (Available during & after hours, includes multi-purpose room with kitchen and terrace, may be use for all types of events. No other club amenities/areas are included in the rental).

MONDAY-SUNDAY: \$300.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$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.

RENTER WILL BE REQUIRED TO PAY AN ADDITIONAL \$250.00 NON-REFUNDABLE FEE FOR THE USE OF CONFETTI, GLITTER, OR SIMILAR PRODUCTS.

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. HOWEVER, THE DISTRICT MANAGER, OR HIS OR HER DESIGNEE MAY, IN HIS OR HER SOLE DISCRETION AND SUBJECT TO ROOM AVAILABILITY, ALLOW RENTER ADDITIONAL TIME OF UP TO TWENTY-FOUR HOURS FOR EVENT PREPARATION. 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.

**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 District's 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. By way of example and not limitation, any cooking with an open flame is prohibited. 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. The use of jump castles, bounce houses, or similar inflatable structures or amusement apparatuses of any kind are prohibited.

~~ZY.~~ 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.

| **AAZ.** 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.

| **BBAA.** 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.

| **CCBB.** 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

Friday - Saturday

8:00 AM – 2:00 PM _____

8:00 AM – 2:00 PM _____

3:00 PM - 11:00 PM _____

3:00 PM - 11:00 PM _____

Other: _____

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.**

- f) If the service of alcoholic beverages during the function is approved by the District Manager, alcoholic beverages may only be consumed in the Multi-purpose Room of the Club Facility. No person may enter or leave the Multi-purpose Room of the Club Facility with any alcoholic beverage. All alcoholic beverages shall be distributed, poured, and consumed in accordance with applicable state and local laws.

Alcoholic beverages shall only be served by a licensed and insured bartender. Proof of liability insurance coverage including liquor liability insurance shall be in minimum amounts of \$500,000, and which policies shall name the Two Lakes Community Development District, its Supervisors, officers, employees and agents as additional insureds. Additional insurance coverage may be required in the District Manager's sole discretion. Renter shall furnish the District Manager of the District with a copy of the certificate of insurance verifying compliance with this provision no later than fourteen (14) days prior to the event or the event may be canceled by the District.

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: _____