

Lake Ashton
Community Development District
and

Lake Ashton II
Community Development District
Joint Meeting Agenda

Seat 1: Bob Ference	
Seat 2: Robert Plummer	
Seat 3: Mike Costello	
Seat 4: Murray Zacharia	
Seat 5: Borden Deane	

Seat 4: Doug Robertson	
Seat 1: James Mecsics	
Seat 3: Bob Zelazny	
Seat 2: Stanley Williams	
Seat 5: Carla Wright	

Tuesday
December 4, 2018
10:00 a.m.

Lake Ashton II Health & Fitness Center
6052 Pebble Beach Boulevard
Winter Haven, FL 33884

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting. Individuals providing speaker cards will also have an opportunity to speak prior to Board action*)
4. Update and Discussion of Golf Course Acquisition (*any documents related to this item will be distributed by the end of the week*)
5. Discussion of Combining CDDs (*requested by Lake Ashton Board at 11-19-18 meeting*)
6. Discussion and Vote on Joint Amenities Policy (*requested by Supervisor Mecsics*)
7. Supervisors Requests and General Public Comments
8. Adjournment

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

AMENITY FACILITIES POLICIES

August 10, 2018

**Lake Ashton Clubhouse Office
4141 Ashton Club Drive
Lake Wales, Florida 33859**

**Lake Ashton II HFC Office
6052 Pebble Beach Boulevard
Winter Haven, Florida 33884**

TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS	4
IDENTIFICATION CARDS	6
NON-RESIDENT ANNUAL USER FEE	6
GUEST POLICIES	6
RENTER'S PRIVILEGES	7
GENERAL FACILITY PROVISIONS	7
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY	10
GENERAL LAKE ASHTON AMENITY FACILITY USAGE POLICY	11
GENERAL SWIMMING POOL RULES	12
SPA RULES	13
SWIMMING POOL: THUNDERSTORM POLICY	14
FITNESS CENTER POLICIES	14
GENERAL FACILITY RESERVATION POLICY	15
TENNIS FACILITY POLICIES	15
HEALTH AND FITNESS CENTER PICKLEBALL FACILITY POLICIES	17
HEALTH AND FITNESS CENTER INDOOR SPORTS FACILITY POLICIES	18
LAKE ASHTON II PET PLAY PARKS	19
CLUBHOUSE BASKETBALL FACILITY POLICIES	19
CLUBHOUSE HORSESHOES POLICIES	20
CLUBHOUSE SHUFFLEBOARD POLICIES	20
CLUBHOUSE BOCCE POLICIES	20
CLUBHOUSE BOWLING POLICIES	21
CLUBHOUSE CINEMA POLICIES	21
CLUBHOUSE AND HEALTH AND FITNESS CENTER CRAFT ROOM POLICIES	22
CLUBHOUSE AND HEALTH AND FITNESS CENTER CARD ROOM AND GAME ROOM POLICIES	22
FISHING POLICY	23
CLUBHOUSE PAVILION POLICIES	23
CLUBHOUSE RESTAURANT POLICIES	23
CLUBHOUSE BALLROOM: RENTAL POLICIES	23
Policies	24

Schedule of Fees and Deposits	25
Indemnification	25
HEALTH AND FITNESS CENTER COURTYARD AND OUTDOOR KITCHEN POLICIES	25
HEALTH AND FITNESS CENTER COMMUNITY CENTER: RENTAL POLICIES	26
Policies	26
Schedule of Fees and Deposits	27
Indemnification	28
CLUBS AND OTHER ORGANIZATIONS	28
MEDIA POLICY	28
COMPUTER AND INTERNET POLICY	28
Computer and Internet Monitoring	28
Inappropriate Content and Use	29
POLITICAL GROUPS	29
Use of Rental Facilities and Political Groups	29
District Media and Political Groups	29
SUSPENSION AND TERMINATION OF PRIVILEGES	30
Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities	30
Relating to District's Amenity Facilities Policies	30
District Suspension and Termination Process	31

DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the Lake Ashton Clubhouse and Lake Ashton Health and Fitness Center (HFC), together with its appurtenant facilities and areas.

“Amenity Facilities Policies” or **“Policies”** – shall mean these Amenity Facilities Policies of Lake Ashton Community Development District and Lake Ashton II Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the Lake Ashton II Community Development District employees, and Lake Ashton Community Development District management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Clubhouse, HFC and their peripheral facilities and amenities.

“Board of Supervisors” or **“Boards”** – shall mean the Lake Ashton Community Development District's Board of Supervisors and/or Lake Ashton II Community Development District's Board of Supervisors.

“Districts” – shall mean the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall be an individual known to a resident and properly registered. After 12 guest registrations the ability to register will be reviewed by an Amenity Manager.

“Inappropriate Content” – shall mean content that is fraudulent, harassing embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District public harm or disrepute; or is otherwise unlawful and is inappropriate and may not be sent by e-mail or other form of electronic communication or displayed on District computers or stored in the District's systems.

“Media” – shall mean certain publications and media produced by the District and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person or persons that do not own property within either District.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person

that is not a Resident and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action

“Non-Resident Member” – shall mean any individual not owning property in either District who is paying the Non-Resident Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or **“Patrons”** – shall mean Residents, House Guests, Non-Resident Members, and Renters/Leaseholders who are eighteen (18) years of age and older.

“Policies” – shall mean the Amenity Facilities Policies of Lake Ashton Community Development District and Lake Ashton II Community Development District, as amended from time to time, along with all other policies and rules of the District.

“Political Issue” – shall mean any candidate, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Political Group” – shall mean any group, club, or organization that supports, endorses, or opposes a Political Issue, as defined herein.

“Renter” – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to the public and/or to Lake Ashton organizations for rent or reservation, in accordance with the Policies of the District and the laws of the State of Florida, including but not limited to the Ballroom (including adjacent Reflection Garden), Cardroom, Cinema, Conference Room, Community Center, Rose Garden, Catering Kitchen, Sports Court, Card Room, Poker Room, and Craft Room.

“Resident” – shall mean any person or family owning property within either District.

IDENTIFICATION CARDS

1. ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. There may be a charge to replace lost or stolen cards or for additional cards.
2. Guest Passes are issued to guests prior to using the Amenity Facilities.
3. All Renters may be required to purchase their own ID cards (or similar access devices).
4. Guests will be required to sign a waiver of liability before using the District amenities.
5. Patrons and Guests will be required to present photo identification or Guest Passes upon request by staff at any Amenity Facility.
6. The Board of Supervisors (as an entity), the Operations Manager, the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.
7. All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards.

NON-RESIDENT ANNUAL USER FEE

The Annual User Fee for any person not owning real property within the District is \$2,400.00 per year, and this fee shall include privileges for up to two people total. This payment must be paid in full at the time of completion of the Non-Resident Club Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. This membership is not available for commercial purposes.

GUEST POLICIES

1. All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office. All Guests under eighteen (18) years of age must also be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age unless previously authorized by the Amenity Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Amenity Manager's office.

3. Patrons who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as purchase an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.
6. Renters may be required to present their ID cards in order to gain access to the Amenity Facilities.

GENERAL FACILITY PROVISIONS

1. The Boards, jointly, reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All political and commercial signs outside a District building are strictly prohibited. All others signs need the approval of an Amenity Manager.
3. All Patrons shall be required to present photo identification or Guest Passes in order to gain access to the Amenity Facilities.
4. All hours of operation, including holiday schedules, of the Amenity Facilities will be established and published by the District and Amenity Manager.
5. Dogs and all other pets (with the exception of service dogs) are not permitted at the Amenity Facilities. In the event a special event is held, as previously approved by the Amenity Manager, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and

disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

6. Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
7. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas, with one exception: (1) the Board may approve the use of fireworks over a body of water.
8. Only District employees or employees of the Amenity Manager are allowed in the service areas of the Amenity Facilities.
9. Smoking, including smoking electronic cigarettes, is not permitted at any of the Lake Ashton Amenity Facilities except within smoking areas designated by the Amenity Manager. The main entrance to the Clubhouse and HFC are not designated smoking areas.
10. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
11. Pool and spa rules that are posted in the appropriate area must be observed.
12. Conflicts between amenity users should be referred to staff or security. Under no circumstances should verbal or physical confrontation occur between amenity users.
13. Patrons and their Guests shall treat all staff members with courtesy and respect.
14. Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
15. Drones and all forms of unmanned aerial vehicles are not permitted in, on or over the Amenity Facilities or District property at any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.
16. The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
17. Skateboarding is not allowed on the Amenity Facilities property at any time.
18. Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
19. All food and beverages consumed at the Clubhouse facilities must be provided by the

Lake Ashton Clubhouse restaurant per the District's contract/lease with the restaurant management company. However, the Amenity Manager may make an exception to this requirement. When such a community event is held, the Patrons will be allowed to bring in outside food and beverage, but no outside vendors or caterers shall be allowed to serve food or beverages at any Amenity Facility without the prior approval of the Amenity Manager.

20. Except as specifically prohibited herein, alcoholic beverages may be sold, served and consumed on the Amenity Facility premises in accordance with state and local laws. Alcoholic beverages may only be sold to adults twenty-one (21) years of age or older, and shall not be sold for off-premises consumption.
21. At the Clubhouse, all alcoholic beverages consumed or possessed on the Amenity Facilities premises must be purchased at the Amenity Facilities. No outside vendors or caterers shall be allowed to serve alcoholic beverages at any Amenity Facility without the prior approval of the Amenity Manager. The Amenity Manager reserves the right to refuse service to any Patron or Guest when that person appears to be intoxicated.
22. At the Health and Fitness Center, the Amenity Manager may allow consumption of alcohol at community events such potluck dinners, bingo events and private functions held by Patrons who have reserved an Amenity Facility. When such a community is held, the Patrons will be allowed to bring in beer or wine for personal use. No outside vendors or caterers shall be allowed to serve alcoholic beverages at any Amenity Facility without the prior approval of the Amenity Manager. The Amenity Manager reserves the right to refuse service to any Patron or Guest when that person appears to be intoxicated.
23. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
24. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
25. Amenity users should not leave any guests that they are accompanying who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.
26. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.
27. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and

programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.

28. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
29. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
30. There shall be no overnight parking in the Amenity Facility parking lot.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron and each Guest assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
3. Any Patron, Guest or other 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 District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.
4. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or

matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

GENERAL LAKE ASHTON AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Amenity Manager.

Emergencies: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Operations Manager or Amenity Manager (phone number Clubhouse 863-324-5457 or Health and Fitness Center 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

District Equipment: Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Alcoholic Beverage Policy:

Clubhouse - Except for specific exclusions identified herein, all alcoholic beverages consumed at the Clubhouse must be furnished by the Clubhouse restaurant. Alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

Health and Fitness Center - Alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. All Patrons and Guests must also present photo identification or Guest Passes when requested by staff. At any given time, a Resident may allow up to four (4) Guests to the swimming pool (unless a greater number of guests has been approved by the Amenity Manager).
2. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Amenity Manager. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
3. Any person swimming during non-posted swimming hours may be suspended from using the facility.
4. Guests under eighteen (18) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
5. Proper swim attire (no cutoffs) must be worn in the pool.
6. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
7. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
8. Showers are required before entering the pool. Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
9. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
10. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
11. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Center gates at any time.
13. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they

are personal units equipped with headphones or for scheduled activities such as aqua fitness classes.

14. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
15. Pool entrances must be kept clear at all times.
16. No swinging on ladders, fences, or railings is allowed.
17. Pool furniture is not to be removed from the pool area.
18. Alcohol is always prohibited except when served by the restaurant. Alcohol not purchased at the Amenity Facilities is prohibited poolside, at the Clubhouse. Glass containers are always prohibited. Notwithstanding the foregoing, **the wet pool deck** (the four-foot-wide unobstructed pool deck area around the outside of the pool water perimeter) **must remain clear of all food and beverages at all times**, regardless of where the food or beverage was purchased, whether an exception was granted or any other factor.
19. No chewing gum is permitted in the pool or on the pool deck area.
20. Illegal drugs, tobacco products and electronic cigarettes are not permitted in the pool/spa area.
21. The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
22. The District is not responsible for lost or stolen items.
23. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
24. The Clubhouse and Health and Fitness Center pools, spas and deck areas may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.

SPA RULES

NO LIFEGUARD ON DUTY -- BATHE AT YOUR OWN RISK

1. All previous safety issues under pool rules apply.
2. No one less than thirteen (13) years of age allowed in spa. Children under the age of eighteen (18) must be accompanied at all times by a parent or another responsible adult Patron during use of the Spa.

3. Maximum capacity: Seven (7) people.
4. No food, chewing gum, or drinks are allowed to be consumed while in the pool/spa.
5. No smoking of any kind, including electronic cigarettes.

SWIMMING POOL: THUNDERSTORM POLICY

The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion.

While at the Clubhouse outdoor Pool, if the lightning alarm sounds all Patrons must evacuate the pool immediately.

FITNESS CENTER POLICIES

Eligible Users: Patrons and Guests eighteen (18) years of age and older are permitted to use the District Fitness Center during designated operating hours. No Guests under the age of eighteen (18) are allowed in the District Fitness Center at any time.

Food and Beverage: Food, including chewing gum, is not permitted within the District Fitness Center. Beverages, however, are permitted in the District fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking, including smoking electronic cigarettes, is not permitted in the District Fitness Center.

1. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
3. Use of personal trainers is permitted in the District Fitness Center per approval of the Amenity Manager.
4. Hand chalk is not permitted to be used in the District Fitness Center.
5. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the District Fitness Center or on the fitness equipment.
7. Weights or other fitness equipment may not be removed from the District Fitness Center.
8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.

9. Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.
11. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
12. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Center.

GENERAL FACILITY RESERVATION POLICY

1. Staff will take reservations in advance for the Amenity Facilities (please note that special reservation procedures apply to the Clubhouse Ballroom and Community Center; see below for more information). Reservations are on a first come, first served basis and can be made in person at the Clubhouse by filling out a reservation form and signing a room use agreement.
2. Reservations are available for up to 3-hour increments for all facilities listed in the reservation policy. Longer time increments may be approved by the Amenity Manager.
3. Please call the Clubhouse or Health and Fitness Center Office if you cannot make your scheduled reservation so we can re-assign the reservation time slot.
4. Late arrivals or no shows: we will hold your reservation for 15 minutes past your scheduled start time before re-assigning the reservation time slot.
5. There are no personal "standing" weekly reservations allowed for the facilities listed in the reservation policy.
6. These policies are subject to change at any time pursuant to action by the Boards jointly at a duly noticed Joint District Board Meeting.

TENNIS FACILITY POLICIES

When not subject to a reservation, the Tennis Court are available on a first come, first served basis. It is recommended that Patrons desiring to use the tennis courts check with the staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. If no one is waiting, play may continue.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is tennis a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

1. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

2. Proper tennis shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.
3. Tennis courts are for Patrons and Guests only. Patrons may invite Guests for play, but shall accompany their Guests and register them properly. The limit is three (3) Guests to a single court.
4. No jumping over nets.
5. Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
6. Court hazards or damages of any type, need to be reported to the Amenity Manager for repair.
7. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
8. The tennis facility is for the play of tennis and racquet sports such as pickleball. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited at the tennis facility.
9. No permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines.
10. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
11. No chairs, other than those provided by the District, are permitted on the Tennis Court.
12. Lights at the tennis facility must be turned off after use.
13. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
14. The Tennis Court may be reserved by the District for District-sponsored events or functions.
15. If you find it necessary to "bump" other players when it is your turn to play:
 - a) Never attempt to enter someone else's court before your reservation time.
 - b) Never enter the court or distract players while others are in the middle of a point or game.
 - c) Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d) Allow players to finish out one more point, and then begin the player changeover for the court.
 - e) If you are bumped from a court and wish to continue play, please notify the office staff and they will do their best to get you on the next available court.

16. At the Clubhouse, use of the Spinshot tennis ball machine must be used in accordance with posted instructions. Training on the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.

HEALTH AND FITNESS CENTER PICKLEBALL FACILITY POLICIES

When not subject to a reservation, the pickleball courts are available on a first come, first served basis. It is recommended that Patrons desiring to use the pickleball courts check with the staff to verify availability. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. If no one is waiting, play may continue. As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is pickleball a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

1. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.
3. Pickleball courts are for Patrons and Guests only. Patrons may invite Guests for play, but shall accompany their Guests and register them properly. The limit is three (3) Guests to a single court.
4. No jumping over nets.
5. Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
6. Court hazards or damages, need to be reported to the Amenity Manager for repair. 13
7. Persons using the pickleball facility must supply their own equipment except for a limited supply of rackets, balls.
8. The pickleball facility is for the play of pickleball only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited at the pickleball facility.
9. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.
10. Beverages are permitted at the facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
11. No chairs, other than those provided by the District, are permitted on the pickleball courts.
12. Lights at the pickleball facility must be turned off after use.

13. Guests under the age of eighteen (18) are not allowed to use the pickleball facility unless accompanied by an adult Patron.
14. The pickleball courts may be reserved by the District for District-sponsored events or functions.
15. If you find it necessary to "bump" other players when it is your turn to play:
 - a) Never attempt to enter someone else's court before your reservation time.
 - b) Never enter the court or distract players while others are in the middle of a point or game.
 - c) Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d) Allow players to finish out one more point, and then begin the player changeover for the court.
 - e) If you are bumped from a court and wish to continue play, please notify the office staff and they will do their best to get you on the next available court.

HEALTH AND FITNESS CENTER INDOOR SPORTS COURT FACILITY POLICIES

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw top or sealed lids.
6. No chairs, other than those provided by the District, are permitted on the sports courts.
7. Guests under the age of eighteen (18) are not allowed to use the basketball facility unless accompanied by an adult Patron.
8. Please clean up court after use.
9. The basketball courts may be reserved by the District for District-sponsored events or functions.
10. Please clean up court after use.
11. The basketball courts may be reserved by the District for District-sponsored events or functions.

LAKE ASHTON II PET PLAY PARKS POLICIES

The open hours of both pet play parks are from sunrise to sunset. This time will vary with the time of year.

The Lake Ashton II CDD Security staff will unlock and lock the gates daily.

Both pet play parks will welcome all sized dogs.

Dogs must be kept on a leash until through the transition gates, then the leashes must be removed. Owners must carry a leash with them at all times.

Owners are liable for the actions and behavior of their dogs at all times.

All dogs must wear a collar with identification, current license, rabies certification and have all required current vaccinations.

All dog waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.

Aggressive dogs or unruly dogs must be leashed and removed from the parks immediately.

Dogs in heat, aggressive dogs, sick dogs or dogs with worms, fleas, or ticks are prohibited from the parks.

All dog handlers must be at least 18 years of age.

No children are allowed in the parks without adult supervision.

Dogs are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.

No smoking, alcohol, food or dog treats are allowed in the parks at any time.

CLUBHOUSE BASKETBALL COURT POLICIES

1. Basketball equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper basketball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn.
4. The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited from use at the facility.
5. Beverages are permitted at the Basketball Court if they are contained in non-breakable containers with screw top or sealed lids.

6. Guests under the age of eighteen (18) are not allowed to use the Basketball Court unless accompanied by an adult Patron.
7. Please clean up court after use.
8. The Basketball Court may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE HORSESHOES POLICIES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.
3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.
5. The horseshoe pits may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE SHUFFLEBOARD POLICIES

1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.
3. Pucks or sticks are not to be thrown.
4. No person or person(s) should walk on or across the Shuffleboard Court.
5. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.
6. The Shuffleboard Court may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE BOCCE POLICIES

1. Bocce equipment, if available, may be checked-out from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.
3. Bocce balls should not be tossed or thrown outside of the court.
4. Players on the opposite end of the playing or thrower's end should stand outside of the

court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the staff.

5. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.
6. The bocce courts may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE BOWLING POLICIES

1. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or staff for instructions.
2. Reservations for the bowling alley(s) can be made through the Amenity Manager's office.
3. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If at any time the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or staff for assistance.
8. No one is allowed behind the pin setting machines without Amenities Manager's permission.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.
11. The bowling lanes may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE CINEMA POLICIES

1. Maximum seating capacity in the Cinema is 55.
2. Please contact the Amenity Manager or staff for assistance with equipment.
3. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from residents are also considered.
4. Scheduled movies and show times are posted and subject to change.

5. Closed captioning is available for certain movies at certain show times. Please check with the Amenity Manager or staff for the schedule.
6. Please be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
7. Reservations for the Cinema can be made through the Amenity Manager's office.
8. The Cinema may be reserved by the District for District-sponsored meetings, classes, events or functions.
9. Guests under eighteen (18) years of age must be accompanied by an adult.
10. Please ensure that the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
11. Please report any loose seats, lighting issues or other facility needs to the Amenity Manager or staff.

CLUBHOUSE AND HEALTH AND FITNESS CENTER CRAFT ROOM POLICIES

1. Reservations for the Craft Room can be made through the Amenity Manager's office.
2. If at any time the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or staff for assistance.
3. Please be courteous of others' projects and do not touch.
4. Guests under eighteen (18) years of age may utilize the Craft Room if supervised by an adult Patron.
5. The craft room may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE AND HEALTH AND FITNESS CENTER CARD ROOM AND GAME ROOM POLICIES

1. Reservations for the Card/ Game Room can be made through the Amenity Manager's office.
2. Many different card and billiard games are held at regularly scheduled times. Please contact the Activities Office or www.ashtonliving.net for a list of scheduled activities. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
3. The Card/ Game room may be reserved by the District for District-sponsored events or functions.

FISHING POLICY

Patrons may fish from any District owned lake/retention pond within the Lake Ashton Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a "catch and release" policy for all fish caught in these waters. No watercrafts of any kind are allowed in these bodies of water except for small remote-controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

CLUBHOUSE PAVILION POLICIES

1. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the amenity Manager or staff for instructions.
2. Reservations for the Pavilion can be made through the Amenity Manager's office.
3. If at any time the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or staff for assistance.
4. Guests under eighteen (18) years of age may not utilize the grills at the pavilion.
5. Please ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
6. The pavilion may be reserved by the District for District-sponsored events or functions.

CLUBHOUSE RESTAURANT POLICIES

The Lake Ashton Clubhouse restaurant is available for use during posted hours of operation. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required to receive service. All Patrons and Guests are also required to adhere to any posted policy regarding the restaurant that has been approved by the Board of Supervisors.

CLUBHOUSE BALLROOM: RENTAL POLICIES

Residents and Non-Resident Members, as well as members of the general public upon payment of applicable fees, may reserve the Lake Ashton Ballroom through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Amenity Manager. Reservation of the Lake Ashton Ballroom is on a first come, first serve basis and is subject to approval by the Amenity Manager. Refer to the Rules of the Lake Ashton Community Development District, Chapter III - "Rental Fees for Use of Certain Lake Ashton Facilities" (the "Rules - Chapter III"), for a complete schedule of rental fees and deposits. A setup/cleanup fee may also be required for certain functions. Please contact the Amenity Manager to make the proper arrangements regarding availability and various other service fees.

Unless previously approved by the Amenity Manager as provided herein under the "General Facility Provisions", all food and beverages, including alcohol, consumed in the Lake Ashton Ballroom must be purchased through the Lake Ashton Clubhouse restaurant (with the exception of cakes needed for special events, such as weddings, birthdays, etc.). Alcoholic beverage sales and service are regulated by the State of Florida. Therefore, it is District policy that no alcohol of any kind is to be brought into, or taken away from, the facility without the District's approval. Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Lake Ashton Ballroom:

Policies

1. Applicants for rental of the Lake Ashton Ballroom may be a Resident, Non-Resident Member or a member of the general public, but members of the general public wishing to rent the Lake Ashton Ballroom or another facility may be subject to additional rental charges. Refer to the Rules – Chapter III for more information.
2. Applicants may rent the Lake Ashton Ballroom and other designated rental rooms only, as certain amenities may not be reserved for private use.
3. Facilities will be reserved on a first-come, first-served basis.
4. Applicant may reserve the Lake Ashton Ballroom for up to five (5) hours only; unless they request and receive prior approval from the Amenity Manager.
5. All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Clubhouse office.
6. Residents, Non-Resident Members and members of the general public are responsible for ensuring that their Guests adhere to the policies set forth herein.
7. The volume of live or recorded music must not violate applicable City of Lake Wales noise ordinances.
8. No open burning or campfires are allowed at the facility.
9. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement in advance for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Ballroom. When such a community event is held, the Patrons will be allowed to bring in beer or wine for personal use.
10. Patrons are not allowed to bring or use grills or smokers at the Clubhouse. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.

11. Any Resident or Resident activity which qualifies for and is granted a fee waiver under the Rules of the Lake Ashton Community Development District, Chapter III, may request that the Amenity Manager grant permission to bring outside catering or outside food and beverage to the Lake Ashton Ballroom for an event compliant with Chapter III. The Amenity Manager shall have the sole discretion to grant or deny such a request and may require the signature and submission of a certificate of insurance, a liability waiver or other administrative documentation as deemed appropriate by the District.

Schedule of Fees and Deposits

1. Refer to the Rules of the Lake Ashton Community Development District, Chapter III - "Rental Fees for Use of Certain Lake Ashton Facilities" (the "Rules – Chapter III"), for a complete schedule of rental fees and deposits.
2. A non-refundable service fee may be charged for functions held having more than 25 people in attendance in order to cover the costs associated with setup, breakdown and cleanup of the Lake Ashton Ballroom. A final guarantee (number) of guests is to be conveyed to the Amenity Facilities' events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the District and submitted to the Clubhouse Office.
3. If required by the Rules – Chapter III, a security deposit(s) or security fees shall be submitted to the Clubhouse Office in the form of a separate check (which shall be made payable to the "Lake Ashton Community Development District").
4. A staff charge and/or other special charge(s) or fee(s), if applicable based upon the reasonable discretion of the Amenity Manager, will be added to the base fee in order to cover any additional costs (i.e., kitchen use, staff availability, etc.).

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

HEALTH AND FITNESS CENTER COURTYARD AND OUTDOOR KITCHEN POLICIES

1. The courtyard is furnished with tables, chairs, and grilling equipment. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Health and Fitness Center Amenity Manager or staff for instructions.
2. Reservations for the courtyard can be made through the Health and Fitness Center Amenity Manager's office.

3. If at any time the equipment at the courtyard fails to operate properly, please contact the Health and Fitness Center Amenity Manager or staff for assistance.
4. Guests under eighteen (18) years of age may not utilize the grills at the courtyard.
5. Please ensure that the courtyard and surrounding area is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function at the courtyard and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Health and Fitness Center Amenity Manager.
6. The courtyard may be reserved by the District for District-sponsored events or functions.

HEALTH AND FITNESS CENTER COMMUNITY CENTER: RENTAL POLICIES

Residents and Non-Resident Members, as well as members of the general public upon payment of applicable fees, may reserve the Lake Ashton Community Center (defined as the large multipurpose room within the HFC) through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Amenity Manager. Reservation of the Lake Ashton Community Center is on a first come, first serve basis and is subject to approval by the Amenity Manager. Refer to the Rules of the Lake Ashton Community Development District, Chapter III - "Rental Fees for Use of Certain Lake Ashton Facilities" (the "Rules – Chapter III"), for a complete schedule of rental fees and deposits. A setup/cleanup fee may also be required for certain functions. Please contact the Amenity Manager to make the proper arrangements regarding availability and various other service fees. Alcoholic beverage sales and service are regulated by the State of Florida. Therefore, it is District policy that no alcohol of any kind is to be brought into, or taken away from, the facility without the District's approval. Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Lake Ashton Community Center:

Policies

1. Applicants for rental of the Lake Ashton Community Center may be a Resident, Nonresident Member or a member of the general public, but members of the general public wishing to rent the Lake Ashton Community Center or another facility may be subject to additional rental charges. Refer to the Rules – Chapter III for more information.
2. Applicants may rent the Lake Ashton Community Center and other designated rental rooms only, as certain amenities may not be reserved for private use.
3. Facilities will be reserved on a first-come, first-served basis.
4. Applicant may reserve the Lake Ashton Community Center for up to five (5) hours only; unless they request and receive prior approval from the Amenity Manager.
5. All applicants will be required to fill out and sign the District Room Use Agreement at the HFC Activities Office.

6. Residents, Non-Resident Members and members of the general public are responsible for ensuring that their Guests adhere to the policies set forth herein.
7. The volume of live or recorded music must not violate applicable City of Winter Haven noise ordinances.
8. No open burning or candles are allowed at the facility.
9. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement in advance for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Community Center. When such a community event is held, the Patrons will be allowed to bring in beer or wine for personal use.
10. Patrons are not allowed to bring or use grills or smokers at the HFC. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.

Schedule of Fees and Deposits

1. Refer to the Rules of the Lake Ashton II Community Development District, Chapter III - "Rental Fees for Use of Certain Lake Ashton Facilities" (the "Rules - Chapter III"), for a complete schedule of rental fees and deposits.
2. A non-refundable service fee may be charged for functions held having more than 25 people in attendance in order to cover the costs associated with setup, breakdown and cleanup of the Lake Ashton Community Center. A final guarantee (number) of guests is to be conveyed to the Amenity Facilities' events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the District and submitted to the HFC Activities Office.
3. If required by the Rules - Chapter III, a security deposit(s) or security fees shall be submitted to the HFC Activities Office in the form of a separate check (which shall be made payable to the "Lake Ashton II Community Development District").
4. A refundable security deposit of \$150.00 shall be charged to the person making the reservation and shall be submitted to the Center's office the former a separate check (which shall be made payable to "Lake Ashton II Community Development District").
5. A staff charge and/or other special charge(s) or fee(s), if applicable based upon the reasonable discretion of the Amenity Manager, will be added to the base fee in order to cover any additional costs (i.e., kitchen use, staff availability, etc.).

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing 18 herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization wanting to utilize the Amenity Facilities, activities display space, Channel 96/732, Coffee Meetings, Ashtonliving.net, or the LA Times newsletter to promote club or organization activities must meet the following criteria:

- Clubs must be comprised of a minimum of at least five active members; all members must be Lake Ashton residents.
- No club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
- The purpose of each club must be to provide lifestyle enhancing opportunities to Lake Ashton residents and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from club organized events. If a club chooses to generate funds, a check and balance system must be in place as well as a club checking account.
- Club membership and club activities must be available to all residents. Criteria for club membership should be governed by the individual club's by-laws.
- Rules applying to the formation and admissibility of clubs may be modified at the discretion of the Lake Ashton Community Development District Board of Supervisors.
- Violations of these policies by any club may result in the loss of that club's privileges within the Amenity Facilities.

MEDIA POLICY

District Media (as defined herein) is provided for the dissemination of factual community information by the District to District residents. The District reserves full editorial rights to select, exclude, modify, add or delete material or portions of material submitted for inclusion in District Media. Any individual, group, club or organization that submits Inappropriate Content (as defined herein) for inclusion in District Media shall be in violation this Policy

COMPUTER AND INTERNET POLICY

The District reserves the right to revoke the computer and/or internet privileges of any user at any time.

Computer and Internet Monitoring

Computers that are property of the District and any contents thereof, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District, as its discretion reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches

conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.

Inappropriate Content and Use

It is strictly prohibited to use a District computer to seek, send or store Inappropriate Content (as defined herein). Internet browsing on websites with Inappropriate Content is prohibited. Users of District computers and internet are not permitted to store, download or transmit copyrighted materials on District computers or through District internet unless written permission of the District has been granted. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The District will not provide for defense for violators of copyright or intellectual property rights. All doubt regarding whether material is copyrighted, proprietary, or otherwise inappropriate for duplication should be resolved in favor of not duplicating such information.

POLITICAL GROUPS

Use of Rental Facilities and Political Groups

1. Rental Facilities shall be available to the public and /or to Lake Ashton clubs and individuals, including Political Groups, for rent or reservation in accordance with the Policies of the District and the laws of the state of Florida.
2. All activities must, at all times comply with the Chapter 106, *Florida Statutes*, and all applicable laws and regulations.
3. The Rental Facilities may not be used for political rallies, parades, protests or other campaign or events involving Political Issues intended or designed to incite disruptive or dangerous behavior.
4. Notwithstanding any of the foregoing, the District reserves the right to deny access to the Rental Facilities to any party, including Political Groups, if such party does not comply with the Policies of the District and the laws of the state of Florida or presents a danger to health, safety, or welfare of the residents of the District.

District Media and Political Groups

1. It is the intent of the District to maintain District Media as a non-public forum for the dissemination of factual community information by the District to District residents.
2. Lake Ashton clubs, groups or organizations that meet the criteria for a club under the Policies, including Lake Ashton clubs which constitute Political Groups, may submit material for consideration by staff of the District for inclusion in District Media.
3. All information included in District Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
4. The provisions hereunder regarding District Media shall not be interpreted to prohibit any

publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction over the District or to such publications, postings, mailings or information permitted under local, state or federal law.

5. The District may accept paid political advertising that complies with Chapter 106, *Florida Statutes*, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and / or a disclaimer within the paid political advertising.
6. Notwithstanding any of the foregoing, the District reserves full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in District Media, including the right to edit material relating to Political Issues, and the District additionally reserves the right to include a disclaimer in District Media noting that the Lake Ashton Community Development District does not endorse or support a particular candidate, party, measure or issue.

SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District's Amenity Facilities Policies:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District's Amenity Facilities Policies established and approved by the Board of Supervisors.
2. Submits false information on the application for a photo ID card or Guest pass.
3. Permits unauthorized use of a photo ID card or Guest pass.
4. Exhibits unsatisfactory behavior, deportment or appearance.

5. Treats the personnel or employees of the Amenity Manager in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or Amenity Manager's staff.
7. Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

- A. First Offense – Verbal warning by staff of policy violations; the warning shall be summarized in a brief written report by staff and kept on file in the Clubhouse and Health and Fitness Center Offices.
- B. Second Offense – Written warning by staff of continued policy violations sent by certified mail to the Patron/Guest and kept on file in the Clubhouse and Health and Fitness Center Offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
- C. Third Offense – Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created; a certified letter will be sent to the Patron/Guest and a copy of such letter kept on file in the Clubhouse Office.
- D. Fourth Offense – Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next respective Board of Supervisors Meeting whichever occurs first. At this time a complete record of all previous documented offenses within the previous 12 months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guests privileges for up to one (1) calendar year from the Board's approval of termination of privileges.
- E. Any violations that result in a suspension will be upheld by Lake Ashton Community Development District and Lake Ashton II Community Development District.

Please **DISREGARD** the Preliminary Draft Form of Interlocal Agreement previously distributed as part of the joint agenda package. This was a preliminary draft copy based on typical language from other communities that was intended as a **SAMPLE** for **discussion purposes only** in order to highlight the various areas that the respective District Board of Supervisors would have to discuss and ultimately mutually agree upon to move forward on with an Interlocal Agreement — which is a prerequisite to the acquisition, operation and management of the golf course amenities.

The document does not include terms agreed upon, recommenced, or deemed acceptable by either the Golf Course Committee or either board, and was not intended to be taken up by either board for consideration, as noted in the header and footer of the document.

Our office distributed this sample agreement to attempt to comply with the boards' direction. We apologize for circulating prior to receiving comment from the Joint Golf Committee and hope no board members or residents fault the hardworking Golf Course Committee for anything in that sample agreement.

Please call Jan Carpenter or I if you have any questions or concerns.

Thank you.

Andrew Clifford d'Adesky, Esq.
Latham, Shuker, Eden & Beaudine, LLP.
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
407-481-5800 Main
407-481-5876 Direct
adadesky@lseblaw.com

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

Prepared by and after recorded return to:
Jan Albanese Carpenter, Esq.
Latham, Shuker, Eden & Beaudine, LLP
Post Office Box 3353
Orlando, Florida 32802-3353

**INTERLOCAL AGREEMENT OF
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
MUTUAL ACQUISITION, FINANCING, OPERATION AND MAINTENANCE OF
CERTAIN REAL PROPERTY AND GOLF AMENITY FACILITIES**

THIS INTERLOCAL AGREEMENT OF LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MUTUAL ACQUISITION, FINANCING, OPERATION AND MAINTENANCE OF CERTAIN REAL PROPERTY AND GOLF AMENITY FACILITIES is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district ("Lake Ashton I") and **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district ("Lake Ashton II") (collectively referred to herein as the "Districts") (this agreement hereinafter referred to as the "Interlocal Agreement").

RECITALS

WHEREAS, Lake Ashton I and Lake Ashton II are special purpose units of local government located in the City of Lake Wales ("Lake Wales") and the City of Winter Haven ("Winter Haven"), respectively, both in Polk County, Florida, and were established for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of the lands located within the Districts, all of which lands are located within the Lake Ashton residential golf development (hereinafter, "Lake Ashton");

WHEREAS, the Districts were created by and established, and expanded from time to time, pursuant to Chapter 190, *Florida Statutes*, and the respective ordinances of Lake Wales and Polk County (the "Act");

WHEREAS, Lake Wales, as to Lake Ashton I, and Polk County as to Lake Ashton II, granted both Districts special powers under subsection 190.012(2)(a) to "plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

facilities for parks and facilities, for indoor and outdoor recreational, cultural, and educational uses" pursuant to Lake Wales Ordinances 2001-11 (and amended by 2001-01, 2002-06, 2005-11) and the Polk County Board of County Commissioners Ordinance 2005-006 (and amended by 2005-042);

WHEREAS, Lake Ashton Golf Club, Ltd. and Lake Ashton Golf Club II, Ltd. are affiliated with the original developer(s) of Lake Ashton and are, collectively, the current owner of the golf courses, a golf clubhouse, a storage warehouse and certain other features and amenities within Lake Ashton ("Developer"), has approached the Districts expressing a desire for one or both of the Districts to acquire certain real property and golf course amenities, more specifically described in the attached **Exhibit A** (hereinafter, the "Golf Amenities");

WHEREAS, Lake Ashton I and Lake Ashton II desires to acquire, own, operate and maintain the Golf Amenities;

WHEREAS, the landowners of each of the Districts are currently permitted, through that certain Interlocal Agreement between Lake Ashton Community Development District and Lake Ashton II Community Development District dated January 3, 2006 and recorded in Official Records Book 8174, Page 0040 as amended by that certain First Amendment to Interlocal Agreement Between Lake Ashton Community Development District and Lake Ashton II Community Development District, dated effective October 1, 2011 and recorded December 27, 2011 in Official Records Book 8544, Page 785, all in the Public Records of Polk County, that allow them to use all of the roads and other amenities throughout each of the Districts that are currently owned by either of the Districts, regardless of whether the specified amenities are located within the Lake Ashton I boundary or the Lake Ashton II boundary;

WHEREAS, due to the cost and type of the Golf Amenities, the Districts find it is not equitable, fair or efficient for each District to acquire the portion of the Golf Amenities within its respective boundary, to reserve use for only its landowners, and to allocate the corresponding costs of the acquisition, financing, ownership, operation and maintenance of such Golf Amenities to only its landowners;

WHEREAS, the Districts desire for all landowners within the Districts to be able to use the Golf Amenities on an equal basis following the acquisition, and desire to a proportion the costs thereof equitably;

WHEREAS, the Act and Section 163.01, *Florida Statutes*, as amended (the "Interlocal Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, under the Interlocal Cooperation Act, the Districts may enter into an interlocal agreement in order to, among other things, facilitate issuance of the Amenity

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

financing, provide for the ownership operation, financing, operation and maintenance of the Golf Amenities, and ensure that all landowners within the Districts shall have equal use of the Golf Amenities;

WHEREAS, the Districts wish to enter into an agreement to jointly exercise their powers under the Act in a cost effective, equitable and rational manner ,and acquire, finance, own, operate and maintain the Golf Amenities to benefit the lands within and outside their boundaries;

WHEREAS, the Districts find it mutually beneficial and in the best interests of their landowners, current and future residents and the public at large that the Districts cooperate to avoid conflicting, disjointed, duplicative, or multiple acquisition and operational efforts as the Districts implement their powers for the lands within and outside their respective boundaries;

WHEREAS, section 190.011, *Florida Statutes*, permits community development districts to borrow money and issue bonds; levy special assessments; borrow money from a unit of local government for any district purposes and to enter into agreements required in connection therewith; and cooperate with, or contract with, other governmental agencies as may be necessary or convenient in connection with any of the powers, duties, or purposes authorized in the Act;

WHEREAS, the Districts desire for the costs of the acquisition, ownership, operation and maintenance of the Existing Golf Amenities to be fairly allocated among all landowners within both of the Districts; and

WHEREAS, to promote equity and fiscal efficiency, the Boards desire for each of the Districts to hold title to the Golf Amenities located within its boundaries to share on a ratable basis, the costs of owning, maintaining and operating the Golf Amenities;

WHEREAS, the Districts have not engaged in substantive discussions towards an agreement merging the Districts, but, given the number of landowners, the establishment date, and the current status of the District's bond debt, it would be contemplated that Lake Ashton I would be the surviving District under subsection 190.046(3), *Florida Statutes*;

WHEREAS, the Districts have accordingly determined that Lake Ashton I is the appropriate District to maintain and update the Golf Amenities with a plan established herein, for ratable input from Lake Ashton II, if any is required, and budget for the amount of maintenance for the Golf Amenities;

WHEREAS, under Florida law, both Lake Ashton I and Lake Ashton II can only levy special assessments on the lands within their respective boundaries;

WHEREAS, following the acquisition of the Golf Amenities, it will be necessary for the Districts to operate, maintain, repair and replace the Golf Amenities;

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

WHEREAS, the Districts desire to develop a fair and consistent approach to the operation and management of the Golf Amenities to provide for the ongoing operation, maintenance, repair and replacement of the Golf Amenities (the "Amenity O&M Assessments");

WHEREAS, the Districts desire to develop a fair and consistent approach to the levy of annual special assessments necessary to provide for the operation, maintenance, repair and replacement of the Golf Amenities (the "Amenity O&M Assessments");

WHEREAS, the Districts find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law;

WHEREAS, the Districts hereby desire to enter into this Interlocal Agreement, which shall be filed as required by law with the Circuit Clerk of Polk County, Florida;

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

SECTION 1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

SECTION 2. AGREEMENT TO NEGOTIATE IN GOOD FAITH TO REACH APPROVAL OF A LETTER OF INTENT AND PURCHASE AND SALE AGREEMENT BY LAKE ASHTON I; AUTHORIZATION BY LAKE ASHTON II TO LAKE ASHTON I TO CLOSE ON TRANSACTIONS IN THE PURCHASE AND SALE AGREEMENT. The Districts desire for the Districts to continue to negotiate in good faith toward a purchase and sale agreement ("PSA") for the Golf Amenities. The Districts also agree to consider a letter of intent ("LOI"), which, upon approval by both Districts, will be submitted to the Developer for consideration. The board will also grant certain direction to an appointed representative of each District and each District's staff to negotiate the LOI to its conclusion (the two representatives, each Districts' manager and counsel, shall together constitute the "Golf Course Working Group"), and for the Chairman and Vice Chairman of each District (the "Delegated Signors") to execute the final LOI. Any material changes to the terms of the LOI (material" in this section shall mean an increase (of more than ten percent (10%) in the respective cost, a material liability or financial burden on either of the Districts) shall require the approval of both Districts before submission to the Developer and/or execution by the Districts.

Once the LOI is fully executed, the Gold Course Working Group shall negotiate an acceptable form of PSA, incorporating the terms of the LOI (the "PSA") to be submitted to each District's respective board for approval and execution by Lake Ashton I and Lake Ashton II. Lake Ashton I and Lake Ashton II agree to consider the PSA within twenty-one (21) days of submission of the form of LOI by the Golf Course Working Group, but in no event later than _____, 201_. Any subsequent PSA amendments that do not have a material financial

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

impact on either of the Districts shall be considered by the Golf Course Working Group, and, if accepted by them, shall be executed by the Designated Signors. Such approved PSA Amendments shall be ratified at the next regular meeting of each board (but in no event later than thirty-five (35) days after execution.

Both Districts shall authorize the Delegated Signors to close the transaction accordance with the PSA's terms, perform all actions so required and execute all documents reasonably requested by to effectuate same (hereinafter, the "Closing").

SECTION 3. ISSUANCE OF GOLF AMENITY FINANCING. Under the Act, the Districts are empowered to borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness and to levy special assessments or charge, collect and enforce fees and other user charges. If indebtedness or any form of financing is determined to be required by one or both of the Districts, including seller financing for the acquisition of the Golf Course Amenities, the Districts agree and covenant to cooperate regarding the application, planning, issuance and administration of such financing.

If either District (or both) desires to finance or refinance Golf Amenities related indebtedness encumbering the real property located within that District, both Boards must consent to the refinancing and; thereafter agree to take all actions reasonably necessary to assist in efforts to refinance the Golf Amenities financing.

SECTION 4. OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE GOLF AMENITIES; INSURANCE. Lake Ashton I, after following the procedure herein, shall be responsible for performing or arranging for the performance of the operation, maintenance, repair and replacement of the Golf Amenities. Lake Ashton I shall, use its discretion in determining which contracts for the operation, maintenance, repair and replacement of the Golf Amenities shall include insurance and indemnification protections. Such contracts shall provide that Lake Ashton II receives the same insurance and indemnity protections as Lake Ashton I.

4.1. Selection of Golf Amenities Management Company. The Districts covenant and agree to cooperate to draft a Joint Request for Proposal for Management of the Golf Amenities ("Joint Golf Management RFP"). To that end, each District shall appoint a representative elected official to a committee to draft the Joint Golf Management RFP ("Joint RFP Committee"), which Joint RFP Committee shall also include the respective District Manager of each District or such other administrative representative as deemed appropriate by the respective Districts. Upon receipt of the Joint Golf Management RFP's, the Joint RFP Committee shall review the received proposals and issue a recommendation on Golf Amenities Management Company. The Districts shall then respectively vote to adopt the recommendation of the Joint RFP Committee, reject the Joint Committee recommendation and select an alternative Golf Amenities Management Company or reject all bids. The contract between the selected Golf Amenities Management Company shall be with Lake Ashton I, however, Lake Ashton II shall at all times have the right to request the

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

Golf Amenities Management Company be changed and another Joint Golf Management RFP be issued subject to the same procedure contained herein.

Notwithstanding the foregoing the Districts agree that, in the even the two cannot agree on the retention of a Gold Course Management Company to operate the Gold Course Amenities as of the date of acquisition, the Joint RFP Committee shall have the authority to appoint an interim manager, who shall serve until such time as the District agree upon retention of a Golf Course Management Company.

SECTION 5. AMENITY O&M BUDGET; LEVY, COLLECTION AND TRANSMISSION OF AMENITY O&M ASSESSMENTS.

5.1 Allocation of Amenity Budget Expenses between Districts. For each fiscal year or part thereof, Lake Ashton I shall prepare a budget for the operation, maintenance, repair and replacement of the Golf Amenities (the "Amenity Budget"). The Districts agree that the amounts to be contributed by each District for the provision of the operation, maintenance, repair and replacement of the Golf Amenities on an annual basis shall be based on nine hundred seventy-seven (977) residential units within Lake Ashton and six hundred eighty (680) residential units within Lake Ashton II. Provided, however, if more than nine hundred seventy-seven (977) residential units are developed within Lake Ashton I or more than six hundred eighty (680) residential units are developed within Lake Ashton II, each excess unit shall be allocated Golf Amenities operation and maintenance Assessments based on the total Golf Amenities Budget and the percentages set forth below adjusted accordingly. In addition, if any true up payment of Golf Amenities Debt Assessments is received by a District evidencing that less than the number of residential units stated above will be developed in that District, the percentages shall be adjusted accordingly. Based on the number of assessable units developed and to be developed within each District, each District's initial share of the Golf Amenities Budget Expenses is approximated as follows:

LAKE ASHTON I
59%

LAKE ASHTON II
41%

5.2 Annual Budget.

a. Initial Year of Lake Ashton I's and Lake Ashton II's Ownership of the Golf Amenities. At least ninety (90) days prior to the date on which the Closing is anticipated to occur, after meeting with the Golf Course Advisors, Lake Ashton I shall prepare a preliminary annual budget for the operation, maintenance, repair and replacement of the Golf Amenities and present it to the Lake Ashton II Board. The Lake Ashton II Board may review the preliminary annual budget and provide comments and suggested changes to the preliminary annual budget to the Lake Ashton Board. The Lake Ashton Board shall consider the comments and suggested changes offered by the Lake Ashton Board prior to the time it approves its amendment to its general fund budget for the current fiscal year or for the upcoming fiscal year, as applicable (hereinafter, the "Initial Year"), into which the Amenity Budget shall be incorporated (hereinafter, the "O&M Budget Amendment"). The Lake Ashton Board shall not be

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

obligated to incorporate any of the comments or changes suggested by the Lake Ashton II Board, but both Districts agree to discuss the comments and suggested changes in good faith. Nothing herein shall operate to prevent Lake Ashton I from approving the O&M Budget Amendment in a timely manner. Lake Ashton I shall include the line items constituting the entire Amenity Budget in its amended General Fund Budget as expenses. Lake Ashton II shall include one line item in its amended General Fund Budget reflecting the obligation to Lake Ashton I for Lake Ashton II's share of the Amenity Expenses as an expense. Lake Ashton I shall include the amount of Amenity O&M Assessments due from Lake Ashton II in its amended General Fund Budget as a revenue.

b. Subsequent Years of Lake Ashton I's and Lake Ashton II's Ownership of the Golf Amenities. Commencing for the fiscal year following the Initial Year, and annually thereafter, after meeting with the Golf Course Advisors, Lake Ashton I shall prepare a preliminary annual budget for the operation, maintenance, repair and replacement of the Golf Amenities which shall be presented to the Lake Ashton II Board on or before April 1 of each year. By May 15 of each year, the Lake Ashton II Board may review the budget and provide comments or suggested changes to the preliminary budget to the Lake Ashton I Board. The Lake Ashton I Board shall consider the comments and suggested changes offered by the Lake Ashton II Board when it adopts its General Fund Budget, in which the Amenity Budget shall be incorporated. The Lake Ashton I Board shall not be obligated to incorporate any of the comments or suggested changes requested by the Lake Ashton II Board, but both Districts agree to discuss the comments and suggested changes in good faith. Nothing herein shall operate to prevent Lake Ashton I from adopting its final budget in a timely manner. Lake Ashton I shall include the line items constituting the entire Amenity Budget in its General Fund Budget as expenses. Lake Ashton II shall include one line item in its General Fund Budget reflecting the obligation to Lake Ashton I for Lake Ashton II's share of the Amenity Expenses as an expense. Lake Ashton I shall include the amount of Amenity O&M Assessments due from Lake Ashton II in its General Fund Budget as a revenue.

5.3 Levy of Annual Assessments for the Operation, Maintenance, Repair and Replacement of the Golf Amenities.

a. Initial Year of Lake Ashton I's Ownership of the Golf Amenities. Within thirty (30) days of receipt of the preliminary annual budget described in section 7.2.a. above, Lake Ashton I and Lake Ashton II shall initiate the process to levy Amenity O&M Assessments for the Initial Year. The Amenity O&M Assessments levied by each District shall be equal to that District's percentage of the Golf Amenities Budget as calculated in accordance with section 7.1 above. The Amenity O&M Assessments shall be certified for direct collection by each District against all assessable land in that District in one installment due within thirty (30) days after the Closing. Provided, however, the Districts shall each have the option to allow the single annual installment to be satisfied by landowners in equal monthly payments. On each Friday of the Initial Year after the Closing, Lake Ashton II shall calculate the amount of Amenity O&M Assessment revenue received by Lake Ashton II, and pay such amount to Lake Ashton I. Notwithstanding the foregoing, Lake Ashton II and Lake Ashton I shall direct bill one hundred

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

percent (100%) of Amenity O&M Assessments levied on property owned by Developer and its affiliates by the Districts for the Initial Year which assessments are to be due at Closing on the purchase of the Golf Amenities.

b. Subsequent Years of Lake Ashton I's Ownership of the Golf Amenities. Commencing for the fiscal year following the Initial Year, and annually thereafter, Lake Ashton I and Lake Ashton II shall initiate the process to levy Amenity O&M Assessments in connection with the upcoming fiscal year's budget approval and adoption process. The Amenity O&M Assessments levied by each District shall be equal to that District's percentage of the Golf Amenities Budget as calculated in accordance with section 7.1 above. For platted lots, the Amenity O&M Assessments shall be certified for collection to the Polk County Tax Collector no later than the date required by the Polk County Property Appraiser and Polk County Tax Collector. If the Uniform Method is not available for collection of the Amenity O&M Assessments, the Districts agree to directly collect such assessments in accordance with Florida law. On the first (1st) and fifteenth (15th) day of each month, Lake Ashton II shall calculate the amount of Amenity O&M Assessment revenue received by Lake Ashton II, and pay such amount to Lake Ashton I on such date.

Notwithstanding the foregoing, Lake Ashton II and Lake Ashton I shall direct bill 100% of Amenity O&M Assessments on property owned by Developer and its affiliates to be due on October 1 of each year, and for each year thereafter.

5.4 Budget Reconciliation. At the conclusion of each fiscal year, Lake Ashton I shall compare the actual annual expenses for operation, maintenance and repair of the Golf Amenities with the amount previously paid by Lake Ashton II for that fiscal year. Based on this comparison, Lake Ashton I shall determine whether the actual expenses incurred in the operation, maintenance and repair of the Golf Amenities was higher or lower than budgeted. If the actual expenses were lower than budgeted, the budgeted funds not expended shall be deposited into a capital reserve account restricted for use on the Golf Amenities. If the actual expenses were higher than budgeted, Lake Ashton I shall provide Lake Ashton II with an invoice for the amount of the underpayment. Lake Ashton II shall pay such invoice within thirty (30) days from the date of the invoice.

5.5 Unbudgeted Expenses. It is contemplated by the Districts that unusual, unbudgeted maintenance or repair events (e.g. extreme weather or bug infestation, etc.) may occur. In such event, Lake Ashton I shall perform the extraordinary maintenance or repair of the Golf Amenities. Lake Ashton I shall then provide Lake Ashton II with an invoice for the extraordinary maintenance or repair costs based on the percentages set forth in section 7.1 above and such invoice shall be paid by Lake Ashton II as soon as possible, but no later than thirty (30) days from the date of the invoice.

5.6 Inspection of Records; Payment Disputes. Lake Ashton I shall provide monthly financial reports for the Golf Amenities to Lake Ashton II. Lake Ashton I shall make available to Lake Ashton II for review at a reasonable time and place, its books and records with respect to expenses associated with the operation, maintenance, repair and replacement of the

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

Golf Amenities. In the event of a dispute between the parties relating to the reimbursement of these expenses, Lake Ashton II shall pay the amount requested by Lake Ashton I in the time frames set forth herein. Lake Ashton II shall give written notice accompanying the payment stating it disputes the amount of the payment. Payment in this manner shall not waive the right of Lake Ashton II to dispute the correct amount of such required payment.

SECTION 6. USE OF GOLF AMENITIES. Lake Ashton I and Lake Ashton II hereby agree that their landowners and residents shall generally have rights to use the Golf Amenities on an equal basis. Any such usage shall be subject to the rules, regulations, and policies applicable to the Golf Amenities. Neither District shall have the authority to permit, or enter into an agreement with another entity granting usage rights for the benefit of persons or entities who are not residents or landowners in the Districts “Lake Ashton I and Lake Ashton II non-resident user policy as established by agreement of the Districts”, or written amendment to this Interlocal Agreement.

SECTION 7. IMMUNITY. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either District, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 8. DEFAULT; CONFLICT RESOLUTION.

8.1. Default; Cure. A default by either of the Districts under this Interlocal Agreement shall entitle the other District to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fourteen (14) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

8.2. Joint Meeting.

a. In order to allow for members of the Lake Ashton II Board to provide input regarding the Golf Amenities, all meetings wherein the Lake Ashton I Board takes action on any matters related to the Golf Amenities, including the construction, acquisition, operation and/or maintenance thereof, shall occur at a joint public meeting of the Boards (hereinafter, the "Joint Meeting"); provided, however, that a Joint Meeting shall not be required for approval, authorization and/or ratification of invoices or expenditures that are routine or are within the annual budgeted amount for such items. All Joint Meetings shall be noticed in the same manner as a regular board of supervisors meeting. The Districts agree to use good faith toward the resolution of any such issues or areas of concern relating to the Golf Amenities.

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

b. Notwithstanding the foregoing, despite the Districts' obligation to hold Joint Meetings to deal with matters relating to the Golf Amenities, a Joint Meeting shall not be required to be held if such obligation is waived by the Chairman or Vice-Chairman of the Lake Ashton II Board, as applicable, in writing in advance of the next scheduled Joint Meeting.

8.3. Mediation. In the event the Districts are unable to resolve the issues which are the subject of the Joint Meeting, the Districts shall submit their dispute to mediation. The Districts agree to cooperate in the selection of a mediator, and agree to share equally in mediation expenses, including the fees of the mediator. However, each of the Districts shall be responsible for the fees of its counsel. This mediation shall be held within forty-five (45) days of the conclusion of the joint public meeting.

SECTION 9. MERGER OF DISTRICTS; COVENANT TO MAINTAIN EXISTENCE. Upon the merger of the Districts pursuant to section 190.046, Florida Statutes, this Interlocal Agreement shall terminate; provided, however, Lake Ashton I shall be entitled to levy and collect special assessments against lands formerly within Lake Ashton II for any payments outstanding and due to the Lake Ashton I or the Trustee pursuant to the Indenture. Except in the case of a merger pursuant to section 190.046, Florida Statutes, both Lake Ashton I and Lake Ashton II agree to do everything within their powers to maintain their existence until the Amenity Bonds are completely redeemed and defeased and all obligations set forth in the Indenture have been discharged by both Lake Ashton I and Lake Ashton II. Neither District will seek to dissolve and each District will actively oppose any effort to terminate the Districts, respectively.

9.1 Future Dealings.

9.2 Sale of Golf Amenities

SECTION 10. MUTUAL TERMINATION. The Districts shall have the option of terminating this Agreement only by entering into a written Termination Agreement which shall be filed with the Clerk of the Circuit Court of Polk County, Florida. Recognizing that this Interlocal Agreement is necessary to ensure the full amortization of the Amenity financing, and will be relied upon by the owners of the Amenity financing and the Trustee, in no event shall the effective date of termination set by such a Termination Agreement be sooner than the final repayment of the Amenity financing and all obligations set forth in the Indenture have been discharged by both Lake Ashton I and Lake Ashton II.

SECTION 11. CONTROLLING LAW; VENUE. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 12. SEVERABILITY. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

SECTION 13. AMENDMENT. This Interlocal Agreement shall not be modified or amended except by written agreement of the Districts, which amendment shall be approved by each of the Boards, duly executed by an authorized representative of the parties hereto, and filed with the Clerk of the Circuit Court of Polk County, Florida.

SECTION 14. TIME OF THE ESSENCE. The Districts each agree that time is of the essence of this Interlocal Agreement.

SECTION 15. NOTICE. Each of the Districts shall furnish to the other such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To LAKE ASHTON I: LAKE ASHTON CDD
c/o GMS Central Florida
135 Central Boulevard, Suite 320
Orlando, Florida 32801
Attention: George Flint

With a copy to: LATHAM, SHUKER, EDEN & BEAUDINE, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.

To LAKE ASHTON II: LAKE ASHTON II CDD
c/o GMS Central Florida
135 Central Boulevard, Suite 320
Orlando, Florida 32801
Attention: George Flint

With a copy to: LATHAM, SHUKER, EDEN & BEAUDINE, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan A. Carpenter, Esq.

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

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 16. EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 17. EFFECTIVE DATE. This Interlocal Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Polk County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes. Notwithstanding the foregoing, this Interlocal agreement shall expire three (3) years from the effective date if on that date none of the Amenity financing have been issued by Lake Ashton I as provided herein.

SECTION 18. CONFLICTS. Upon the recording hereof, this Interlocal Agreement shall supersede and replace the Prior Interlocal Agreement recorded as Instrument Number 2017099841 in the Official Records of Polk County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDS WITH AMENITY SHARING ARRANGEMENTS.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement as of the ____ day of _____, 201_.

Witness:

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

Name: _____

By: _____
Title: _____

Witness:

Name: _____

Attest: _____
By: _____
Title: _____

Witness:

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT

Name: _____

By: _____
Title: _____

Witness:

Name: _____

Attest: _____
By: _____
Title: _____

THIS IS A PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY; NEITHER THE GOLF COURSE WORKING GROUP OR EITHER CDD HAS CONSIDERED OR APPROVED ANY TERMS OR PROVISIONS CONTAINED HEREIN. THIS DRAFT IS BASED ON AGREEMENTS FROM OTHER CDDs WITH AMENITY SHARING ARRANGEMENTS.

EXHIBIT "A"

GOLF AMENITIES

[INSERT DESCRIPTION BELOW]

DRAFT