

*Lake Ashton
Community Development District*

Meeting Agenda

January 23, 2023

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

January 18, 2023

**Board of Supervisors
Lake Ashton
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, January 23, 2023 at 9:30 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859.**

Members of the public may attend the meeting in person or participate in the meeting utilizing the following options from your computer, tablet, or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, January 20, 2023.**

Zoom Video Link: <https://us06web.zoom.us/j/96959231158>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*¹)
4. Consideration of Minutes from the December 19, 2022 Board of Supervisors Meeting
5. Restaurant
 - A. Presentation and Discussion of Revised Draft Restaurant Lease Agreement with Complete Inventories Listing
6. Old Business
 - A. Discussion Regarding the Joint Amenity Facilities Policies

¹ All comments, including those read by the District Manager, will be limited to three (3) minutes

- I. Discussion Regarding Smoking Policy at Amenity
 - B. Discussion Regarding Insurance Coverage for Volunteers
 - C. Discussion Regarding Landscaping Concerns (*requested by Supervisor Van Sickle*)
- 7. Monthly Reports
 - A. Attorney
 - B. Engineer
 - C. Lake Ashton Community Director
 - D. Operations Manager
 - E. District Manager's Report
- 8. Financial Report
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summary
- 9. Public Comments
- 10. Supervisor Requests/Supervisor Open Discussion
- 11. Adjournment

MINUTES

**MINUTES OF MEETING
LAKE ASHTON I
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **December 19, 2022** at 9:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

Lloyd Howison	Chairman
Brenda VanSickle	Vice Chairman
Steve Realmuto	Assistant Secretary
Mike Costello	Assistant Secretary
Debby Landgrebe	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Alan Rayl	District Engineer
Matt Fisher	Operations Manager
Jose Romero	Yellowstone
Pete Whittman	Yellowstone

The following is a summary of the discussions and actions taken at the December 19, 2022 Lake Ashton Community Development District meeting.

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:30 a.m., called roll, and the pledge of allegiance was recited. Five Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Howison: Next is approval of the meeting agenda. If there are no changes I will ask for a motion to approve.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, the Meeting Agenda, was approved.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda *(the District Manager will read any questions or comments received from members of the public in advance of the meeting)*

Mr. Howison: Public comments?

Ms. Burns: I have a few sheets here. First is from Lou Jean Steenberg. Come on up. Up next will be Jim Abney.

Lou Jean Steenberg (Resident, 4196 Dunmore Drive): When I saw the agenda item of staffing level, I wanted to come and ask, since you've been re-bidding contracts lately, I've noticed that within at least 10 years you have not re-bid the management contract for our community. Before you consider any increasing in staff levels, which I think is probably what this item is about, I would suggest that you take a look at this contract and consider re-bidding it. Thank you.

Ms. Burns: Jim Abney and then Kristy McKibben.

Jim Abney (Resident): Good morning. Just a brief bio of myself. I've been in the restaurant business for 30 years, retail. I was a landlord and still I am a landlord, and so I'm very familiar with businesses and what it takes to be successful. I'm a Vice President of Operations for a multi-billion-dollar restaurant company in California, Regional Director of Operations for the Midwest, for Denny's restaurants and on and on. Writing leases, reading leases, negotiating leases for both individual restaurants, stand-alone facilities both and in strip malls. So I understand the process and I understand what it takes to be successful to do that. One thing I would recommend is make sure that as you make a decision for the restaurant, that it's not based on a popularity contest, it's not who prefers McDonald's versus Burger King or Wendy's versus Taco Bell. It's not a popularity contest. Your main responsibility should be, and I think it is a fiduciary responsibility to the community, to Lake Wales CDD 1. As you get ready and as you review the restaurant proposals in front of you, I think you should ask the following questions. Who has the best business plan? Who is willing to sign a long-term lease? Who has the most experience? Who is most likely to pay their rent? It's a business decision. While certainly the

preferences of the residents should be taken into consideration, ultimately, you are responsible to every resident, fiduciary. When it comes to expenses, when it comes to money, that I believe is your ultimate goal. You're never going to make everybody happy. Whichever decision you make, there are going to be people who wish you would've gone with the other company, or if you decide not to go with any of these companies there'll be people that say you should have gone with one of them or that you should have scrapped them all. You're never going to make everybody happy. But please just keep in mind your number 1 goal and your number 1 objective and your number 1 responsibility is financially to the community.

Ms. Burns: Thank you. Kristy McKibben. Then the last one is Sue.

Sue Marino: Thank you very much. Marino.

Kristy McKibben (Resident, 5581 Hogan Lane): Good morning. I was part of the restaurant's focus group, if you will. I will take a quick three minutes to redefine the process as I saw it and give you an opinion, and that's what this is about, of course. I may sound redundant to what Jim just said, but we work together and that's probably why. A group of about 15 of us were selected, many of us have spent dozens of hours working on an RFP and bringing it to fruition. We brought information, ideas, and opinions, not just opinions to the course of the process over about four months. We developed a survey to include the community's input into the RFP process. It was a pretty wide net that we cast. Though there was advertising, it was in a tightly contained regional area because we didn't give ourselves enough time to go out beyond this 50-mile radius with an RFP request, and we could have gone to trade magazines had we been given a little bit more time. But we were urged to move quickly. We received only three responses and that only of those three, two continued through the final process. If I were in a buying position in a major corporation which I have been, I would not consider that enough of response to choose. I would have gone back out again. The RFP required, among many other things, operational information and history, menu and pricing plans, and the financial ability to create and maintain a restaurant during the inevitable highs and lows. That's a very important point as you all I am certain feel. We have only two serious submissions and one is from an operator currently running a successful restaurant. The other is from people who would like to run a successful restaurant. I'm most concerned that we sent

out a popularity survey using menus submitted from the actual operator and a hypothetical menu from a non-operator. Many people I've spoken to tell me they voted purely on the content of the menu and the pricing. It was also pretty, some of them commented, "One of them was really pretty." They had no access or so they say to other information, they didn't even read the email that was sent out with this information that they were asked to vote on. They just blindly answered the survey. Though none of us want to wait for a restaurant to open in our space, I'm absolutely positive that none of us want to see another restaurant fail. This is a case where pushing to get something, anything might just land us right back where we started in June. If we don't follow the guidance of the information and the work product from this focus group, then what was the point of it anyway? So I don't know what the results are from the recent survey since it was just sent out, but it was just one aspect of the process. It was not the entire process, and I fear it's going to be given much heavier weight than it should be. I hope the Board will not use the menu survey as they're defining guidance in selecting this restaurant, and I feel that it wouldn't be a major error in judgment. I would suggest that if we're not completely satisfied with our current options, that we develop a broader approach and go back out with a refined RFP. It may not even need to be changed. It just needs to be more widely distributed to a different audience. Yes, it would delay the restaurant opening, but we've already missed the hot season. It's not going to change a lot in that respect. All of us are impatient for a place to go and eat, but we've got options for a while. We were told when we started this process that we wanted to get it right, and if we're absolutely not certain that we're getting it right, we should refine our approach. I am really one for rules and I understand that the RFP bid time was closed, but I feel like none of us really want to cut off our nose to spite our face.

Ms. Burns: The last one is Sue Marino. Come on up.

Sue Marino (Resident, 4269 Berwick Lot 250): I have two items. Several months ago we were away. I wrote a letter explaining how I feel about charging an amount to support the restaurant. I know it was read. I never had a reply. No one responded to me. Now I will do it again. You can't survive in a community like this, a restaurant, unless we support it. I'm suggesting that we charge \$300 and its credit, and I know we can't do it for the West. But if we do it for the East and give them 10 percent, it might make people on

the West want to do the same. You can't get it, this restaurant to work. I don't care who we get in. We're a small community. I know they pull some people from outside but we see June, July, August, even September the numbers are very small. This way it would support the restaurant. Also it is an amenity. I don't feel we should charge them rent, utilities, yes but not rent. Thank you very much.

Ms. Burns: We would now go to the Zoom line, if anybody on Zoom line has a public comment, you can use Zoom's raise hand feature to be called on now. I see none.

Mr. Howison: Thank you for your comments.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the November 28, 2022 Board of Supervisors Meeting

Mr. Howison: The next item on the agenda is consideration of the minutes from the November 28th meeting.

Ms. Burns: These came out a little later than usual. We had less time in between the last meeting because it was moved back from the holiday. If the Board needs more time to review, there's no problem with tabling that. I know they came out later.

Mr. Howison: Any discussion?

Ms. VanSickle: I think I read the minutes on the phone on a plane, and I think they were very good, except there was a little confusion between Christine and Kristen and Debby and I but I think the facts remain the same.

Ms. Burns: There was actually one comment that we did receive from counsel of two of those changes that we made in the signed version of just assigning it to the right person.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Minutes of the November 28, 2022 Board of Supervisors Meeting, were approved, as amended.

FIFTH ORDER OF BUSINESS

Restaurant

A. Review and Selection of Restaurant Proposals from:

I. Ann Abraham-Heaton & Jeff Heaton

II. Nik Minadakis (Charm City)

Mr. Howison: The next item on the agenda then is review and potential selection from the restaurant proposals. I'll open it up to discussion from the Board.

Ms. VanSickle: If you don't mind. I've been on a couple of these decision-making processes as we know, we haven't had a successful restaurant yet and we're still looking to change that. I really appreciate the comments that were made. I think our focus group did an excellent job on this and they gave us a lot to think about. One of the things we've heard mentioned is going out further for a bit. Once we had two successfully operating restaurants, we hired a restaurant consultant to come in. The decision they made was for the local one because they had the contacts, they knew where to get the staff, and they were familiar with the area, they went local instead. I considered them fairly equal, the restaurants both capable. That's a little bit of concern that would stop me from going further. I think we've got two proposals we still have, we lost one. I think it needs to be a business decision, we need to look at the restaurant that's currently operating. It may be different from what we've done in the past, but what we've done in the past has not worked, it may be time to try something different. We have a successful operator that operated during COVID. His staffing is a little bit different, but it's worked. Maybe we need to give something a try, for a restaurant to be successful our residents need to support it. I think any operator that's worth anything is going to be able to adapt to what this community needs or I would hope so. I'm ready to go with what we have. I would recommend Charm City because I think they're willing to do this long term. I think they've proven their proven commodity is not a plan, they offered to make adaptations to the menu as requested. I think once we make a decision, like we said, we need to back out, and it's between the residents and the restaurant. I think it would work better and we need to treat it as a restaurant, and I do believe we need a lease. I think in the past, we've given it away, and there has been no buy-in from the restaurateur. Our community, Lake Wales side, has lost quite a bit of money over the last couple of years. I would like to make it a very reasonable lease. If it covers the taxes, I'm happy. I think we should pay for the

utilities and anything that we want expected, the inspections and keep it very simple, very basic, very clean so we don't have a lot for Christine to follow up on.

Ms. Landgrebe: I'd like to say something as well. Well, folks, this has been quite a journey. Our Board has been entrusted to find a vendor to lease the restaurant area. Our due diligence has been done with the great help of staff and our restaurant focus group, and we do thank you all very much for your help. Our Board has said we will strictly be landlords, everyone, our Board, staff, and yes, even our residents must fight the urge to tell the lessee how to run their business. Our only involvement will pertain to contractual compliance. The lessee is responsible for within the four walls, so to speak. Our decision should be based on who is most capable of success and longevity? Who has current insight into the habits of seasonality and the buying market? Who can best leverage distributors for goods and services? Who is familiar with the current challenges associated with staffing and can they access this? Are they able to utilize the labor pool to staff Lake Ashton? These are the questions we must answer objectively and vote accordingly. This needs to be a business decision based on a landlord lease agreement. Based on the information I have reviewed, the site visits I've performed, the conversations I've had with various members of the restaurant focus group and other residents. I believe Charm City is more than capable of running a successful establishment here with longevity.

Mr. Costello: We have had two members come up and speak for the Board. Both of them have quite a bit of experience in the field. Between the five of us, we've all eaten in restaurants and that's about as far as it has got. It has been suggested that we look outside of this area and try and find somebody. We have one person looking to get in here who has a good record as far as business goes, but his menus are definitely limited, as far as for a 55 and over community. The other group, hasn't been in the business for some time now, which we know how quickly everything changes in every part of this world. I can only imagine how fast it changes in the restaurant business. Personally, I think that we should maybe we should redo the RFP and put it out to a larger territory because I don't see either one of them coming in here. I foresee that one could come in here, and be successful, but it would be successful for people beyond the gates instead of inside the gates.

Mr. Realmuto: I agree with most of what my fellow supervisors have said and what the members of the restaurant committee have said in terms of our responsibility, first and foremost, we have a fiduciary responsibility, but that fiduciary responsibility is for more than just choosing the restaurant that we think is going to have the best chance of being successful over the longest term. Regardless of how the lease is negotiated, we will be subsidizing it for varying degrees. We're doing that because we want a restaurant here at Lake Ashton that serves the greatest number of our residents. It would potentially be possible to choose a restaurant that is the most financially viable and only have 20% of our residents eating there. In my mind, that might not be success. I really feel like we're ignoring the elephant in the room. It's not to say that I disagree with the choice based on everyone I've talked to. I agree that that seems to be the most viable choice, but I do think we need to release the results of the survey. I'm surprised no one's asked about that. It's public information any of you can ask for it. The information we have before us and this is only one aspect. I agree that it should not be a popularity contest. We have a lot more information available to us that we would be basing our decision on, than the residents did in answering that survey. Nonetheless, the results of that survey were basically just over 22% favoring Charm City and almost 78% favoring the Ashton Tap and Grill, Jeff and Ann Heaton. We can't ignore those numbers, and if we look behind them, we see there were two primary concerns that residents raised. One was essential in the biggest by far was the menu, 349 of the roughly 646 respondents indicated they preferred that menu. Now, I read each and every one of those comments as I'm sure most of you did, it was clear that a lot of people had not actually read the email or understood what menus were being proposed by each vendor. Nonetheless, there was a clear trend there. There is a concern essentially with the menu put forward by Charm City. The other top issue that stood out in my mind was the 112 respondents that preferred and pointed out the strong management and likely to succeed of Charm City. They felt that would be much more viable. There was a fair number that actually raised issues or concerns, possible issues with the Ashton Tap and Grill's viability and the ability to actually offer that menu. Anyone can print the menu with prices, actually offering it and being able to succeed in business is another story. Those are the two issues we need to resolve and I don't think we should ignore them. I personally, would like to give each respondent I don't know if

they're both here. They were offered the opportunity to come I know that. I don't know if they are both here. I feel like we would be making a better decision if we heard how each of the respondents responded to the biggest concern with their proposal for the Ashton Tap and Grill, that would be essentially their viability or being able to deliver what they propose in the menu, and do they have the financial resources to be able to do that in this time period. For Charm City, the issues were with the menu and I guess I have also skipped over the counter service. That was actually the largest. I think a lot of our residents may misunderstand what you're suggesting there, but clearly 168 of them said they don't want a restaurant where they had to stand in line and go up and order. Some of the individual comments raised valid issues like, well, what happens when we're having a show here and everyone's coming at the same time. They didn't view that as being a viable method. I would like to hear how the proposers respond to those, what I believe are legitimate concerns before we make a decision.

Mr. Howison: I'll jump in and raise a couple of more points. Steve did bring up the survey results. They were heavily skewed to the Heaton proposal. As he said, menu options, but also the two other things that seem to drive people were full service and breakfast. Those that favorite Charm City, as Steve said, experience name recognition in the area, so the ability to draw people in from outside. Then some people prefer that menu. I had concerns in both cases about the ability of the respondents to deliver the entire menu because the supplemental menu items that Charm City offered were also pretty extensive. I would tend to agree with Mike at this point that based on what we have, it might make sense for us to consider at least sending the RFQ out to a broader group. Still inviting the two current respondents to resubmit and perhaps rethink what they're doing, but what I will do is open up for discussion among the Board. If we want to offer the two respondents the ability to clarify more or to speak to the point Steve raised, I would strongly urge that we limit responses to no more than three to five minutes, but if we do that, but what are the thoughts of the Board?

Ms. VanSickle: My thought, I don't see a need to put them on the spot right now. I think they both said what they've said. But one has a plan, one has an implemented restaurant. I'm sorry. I've got to go with the known. What we've done in the past has not worked. We've gone further. We haven't gotten anything. We've got two viable proposals.

I think it'd be a slap in the face to ignore them at this point. That's just a personal opinion. They're here. They've gone through the process. They both have taken time out of their day to come today. They both spent a lot of time and effort on what they've offered us. I think we put the choices before us and we need to make it.

Ms. Landgrebe: I agree with Brenda. I feel like if we go through this process and throw the RFPs back out, there is no guarantee that anyone will come. This community does not have a great reputation when it comes to restaurants. We've tried the unknowns, we've tried resident run, we've tried lease, we've tried. We have viable options here, and it's time to just bite the bullet or we've run the potential of losing two candidates.

Mr. Howison: The question is and Brenda answered that. Should we be bringing them up to speak now?

Ms. Landgrebe: My opinion is menus are just a small segment. Anyone who's in the restaurant business will know very quickly the need to make the change. I think we've received the options. We know pricing is contingent on what the prices are out there.

Mr. Howison: Do I understand you would say no.

Ms. Landgrebe: I'm ready to vote.

Mr. Realmuto: I would like to say that I believe we should hear from them if they were willing to respond. Frankly, my vote might be different for either of those two or delaying based on their responses to us. We have more information before us, we did the survey for a reason, not to entirely ignore it. I understand that it's not the sole decision point, but I think it tells us something and it's not all about the menu. It's about the counter service as well. I believe if Charm City could respond to how they would address that concern about being required to use the counter service, that could have a big effect on their success and the number of people that percentage of Lake Ashton residents patronizing them.

Mr. Costello: Well, you somewhat gave your hand away by letting them know that people weren't happy with going on up to the counter. I'm sure that anybody who came up here to represent them would say, oh, no, we have service.

Ms. Landgrebe: But he said that at the previous meeting. If you go to multiple restaurants, they have the kiosk at the table and you place your order there.

Mr. Howison: Let's let Mike finish.

Mr. Costello: What it came down to was the fact that he went away from it and now he's come back to it. He's going to come back and I can only imagine said, you're going to sit them in and they're going to give you service. I don't know if we have all the information that we could ever ask for from the two of them.

Ms. Howison: Let's move forward with the vote. What do we have?

Ms. VanSickle: I move we go with Charm City.

Ms. Landgrebe: I second.

Mr. Howison: We have a motion by Brenda that we go with Charm City and a second by Debby. All in favor? Michael?

Mr. Costello: No.

Mr. Howison: Debby?

Ms. Landgrebe: Yes.

Mr. Howison: Steve?

Mr. Costello: It's a hard decision.

Mr. Realmuto: It is very, and I really wish we could have heard from them. I have to say no.

Mr. Howison: Brenda?

Ms. VanSickle: Yes.

Mr. Howison: I hate this. I say yes.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with Ms. VanSickle, Ms. Landgrebe and Mr. Howison in favor, and Mr. Costello and Mr. Realmuto opposed, the Selection of Restaurant Proposal from Charm City, was approved 3-2.

Mr. Howison: The Board has chosen Charm City, and so we will direct our counsel to begin lease negotiations immediately.

Ms. Landgrebe: Can we discuss this a little? This can be very hard to say. Jan, I know you're going through a lot of different things right now. Personally, I feel like your focus should be with your family. But I also, like other Board members, have not been pleased with previous leases or contracts in regards to the restaurant. I think it may serve us better to have someone in your office that maybe has a lot, can really be focused

understand where we've been, what we've been through, where we're going and be more actively participating in a better contract than what we have seen in the past.

Mr. Howison: Let me interject something if I may. Jan and I have spoken. What she has done thus far is to strip down the lease agreement to a peer lease. She does have an entire firm behind her, and we have been assured that she will engage any of those that need to be engaged. We should remember that Jan's background is hospitality restaurant. I would suggest that we just leave it to the firm to develop the draft lease, bring it to the Board, and on to Nick for review and comment. Then we'll begin to tweak that thing. I would like to move this thing along quickly, but we obviously cannot approve anything before the next Board meeting.

Ms. Landgrebe: Well, two thoughts. One is Nik going to engage, and then second, whether it makes sense to have someone like you as the chair and maybe one or two folks from the smaller focus group be part of that.

Mr. Realmuto: I'd like to get a word in it if I may. First of all, congratulations to Charm City on winning the Board support. We all wish you well and success here. I do think what we need to do at this meeting is establish the framework for negotiating that lease, and that should clearly involve one supervisor, perhaps our chair, as well as to rely on the expertise of the members of the restaurant committee in formulating that. I think we need to discuss perhaps briefly, a little bit of the framework to give them some guidance. I think we may have done it in the past. I think there's a lot of flexibility there, particularly in the early days of the lease, but I think this Board has discussed previously that the goal should be that we support the amenity in many ways, the facility and all of the important things like that, but we have a desire for the lease to cover the increased operating expenses of when a restaurant is operating there. Those include first and foremost, real estate taxes, utilities. If we directly bill utilities like propane. But it also includes other things we said we would do and take on the responsibility for in order to avoid micromanaging the restaurant, rather than be sure they're doing the required fire inspections or grease cleaning. We were going to build that into the cost of the lease. Those are the general parameters of direction I would like to see the Board give those negotiating the lease with the lessee.

Ms. VanSickle: I agree with what Steve just said, but I'd like to come back to Jan. I worked with Jan for many years and I have utmost confidence in her abilities. I realized during the last lease, you may have taken a lot of heat for it, but I don't think you were as involved with it. I think it was a different dynamic. I think we need to start relying on our staff to do the job that we pay them to do because they're very capable, and they do it very well. I think sometimes when, and I'm not knocking you, Mr. Chair. I think when one person is assigned to do something or gets overly involved and tells staff to back-off, I think we get into trouble. I think that if they're not doing the job then we do need to bid it out. Quite frankly, I'm very comfortable with our staff.

Ms. Carpenter: Thank you. I will have Kristen or Jay take the lead, and I'll just make sure that the history is all there. But we have a lease that has been used in a number of other very successful restaurants, and we have broken it down to take out all the management type issues. I think we'll have a small or short clean lease and this discussion is helpful to know where we're starting and Lloyd's already looked at the lease briefly. I think we'll be in good shape to get it done quickly.

Mr. Costello: One of the biggest problems we've had is not only when they're here as far as what our costs are, it is when they leave. We have had people leave us with cleanup bills that were unbelievable. We need protection to know that who's ever in that restaurant, should they decide to leave that they're going to leave on good terms, and they're going to give us a clean operation when they leave.

Ms. VanSickle: The security deposit. I think a lot of times you've given away the farm. I mean, we want a restaurant here. We want to make it as convenient, and as easy on them as possible, but there has to be a buy-in, and we've got to know that they're up for that task and they're financially stable to do it.

Mr. Howison: Based on those comments, I tend to agree, Brenda, that we have staff that can carry the ball for a lot of this. I wonder if in the next, I intend to leave town on Wednesday if I can. I can move it back a day if I can't, but I'd like to get an initial meeting set, and I would take part in that meeting. Then from that point, we would count on staff to work with your partners and hopefully come up with a draft for the Board to take a quick look at first week, second week, latest of January. Our January meeting is not till the 28th or 29th. That's way late because of Martin Luther King Day. I think that we

might be able to be in a position to approve a lease and get it executed, which would allow Nik to move quickly toward.

Ms. Burns: January 23rd.

Mr. Howison: 23rd.

Ms. Carpenter: That sounds good. Why don't we plan to talk Tuesday some time to go over parameters, and then we can have it drafted and ready for the Board to look at.

Ms. Landgrebe: Will that meeting also include members from the focus group?

Mr. Howison: It wouldn't hurt. I think at least one, and I don't know if Jim would be willing. He did indicate that he had.

Ms. Landgrebe: Brenda?

Mr. Howison: I don't want to go crazy. I don't want to involve too many people. I would ask them to pick one. Then Christine, if you could set something up for tomorrow. I've got a couple of times that I can't do it, so I'll let you know after the meeting.

Mr. Realmuto: My only question is delaying until the next Board meeting to actually approve it because I'm sure there are commitments that Charm City wouldn't be able to make until they have an official approval. I'm just wondering if there might not be other ways that we could do that. I'm not trying to rush things. For example, we have a joint meeting. I think that's a week or so before our meeting. Could we continue this meeting to there for the purpose of approving the lease?

Ms. Burns: The joint meeting it is only the Friday before the Monday.

Ms. Landgrebe: Could we do it the second week?

Mr. Howison: We could continue this meeting to perhaps the second week of January, which would be the 9th or the 16th. Or it doesn't have to be on a Monday actually.

Ms. Landgrebe: Well, I think this 16th runs to Martin Luther King.

Ms. Carpenter: The 9th is pretty tight if they're going to have time to look at it. If we want to have everybody take a look.

Ms. VanSickle: You mean us taking a look or Charm City taking a look?

Ms. Carpenter: I think both. I mean with the holiday, that's tough if they're going to have an attorney or somebody review it. Can we move the 20th or 28th meeting up?

Ms. Burns: It is the 23rd.

Mr. Howison: 16th?

Mr. Costello: 16th is a holiday.

Mr. Howison: I've done that twice now.

Ms. VanSickle: 30th, I've got jury duty so that's not a good day.

Mr. Realmuto: We've been trying to stick with the Mondays, I think, but what if we moved to a different day of the week?

Mr. Howison: What if we did the 17th? You could be remote if you had to.

Ms. Burns: We could during the afternoon, like 1:30.

Mr. Howison: Yeah, I'm good with that, I don't know what that looks like to you guys. 2:00 PM on the 17 of January.

Ms. Burns: Just to be clear we are replacing the 23rd meeting to the 17th, we are not intending to meet twice in a span of a week.

Mr. Howison: Can we do that? Don't we have to advertise it?

Ms. Burns: We have plenty of time to do that. Alternatively, If you don't want to pay to advertise, we could continue this meeting as long as you are not adding new agenda topics, so if anybody doesn't have anything to add and we are sticking with the restaurant items and generalized items from here, we can continue that meeting.

Ms. Landgrebe: Couldn't we just do the restaurant because if you're starting at 2:00, is that what you're saying?

Ms. Burns: Yeah, I mean, I don't know of any other topics that we have.

Mr. Howison: Let's continue the meeting to the 17 for the purposes of the restaurant lease only and then we'll still do our meeting on the 23rd, is that what you're saying?

Ms. Burns: Twice in a span of a week?

Mr. Howison: Yes. We really get along well.

Ms. Landgrebe: Now would that involve Charm City being part of that meeting on the 17th?

Mr. Howison: It's a public meeting, they will be welcome to attend.

Ms. Landgrebe: I would like to bring one more thing up, one of the residents mentioned about a potential assessment to CDD residents, do we want to at least yay, nay, table or discuss?

Mr. Howison: I think we should discuss at some point. I would be a strong proponent of that, I don't know if we could get it done and I wonder if there might be an alternative that will be a more voluntary thing if you are willing to pay some amount of money upfront you will receive that 5, 7, 10 percent discount on all meals going forward, there may be some things that Nik and his team will consider. I don't know about the viability of that assessment. I love the idea, I just don't know that it's viable.

Mr. Realmuto: Aren't we getting a little ahead of ourselves here? Again, micro-managing their business, they have various programs to bring customers back and keep customers engaged. I'm not even sure it would be legal.

Ms. Burns: I think the idea of charging was when the CDD was operating the restaurant. This is an outside entity that would be running a profit, and we would be running an assessment. I'm not sure that's an option.

Mr. Costello: One of the things that we've been told over the last few weeks is the fact that this is strictly a rental operation. We're not involved in this in any way, shape, or form. Now if we turn around and we start telling our people that you're going to have to go to this restaurant, believe me, we're going to get a lot of push-back on that.

Mr. Howison: Okay, that's settled.

Ms. Landgrebe: Yeah, I just wanted to bring it up since a resident asked.

Mr. Realmuto: Before that little aside, I think what I heard was either direction or motion to continue this meeting as Supervisor Howison said.

Ms. Burns: We can do that when we get to the end of the meeting instead of adjourning, we'll make a motion to continue to a specific date and time so we can handle that at the end. I did make that note.

Mr. Howison: Any more discussion around this topic?

SIXTH ORDER OF BUSINESS

New Business

A. Update on the Joint Amenity Facilities Policies *(requested by Supervisor Realmuto)*

Mr. Howison: Moving on to new business. Update on the joint amenity facility's policies requested by Supervisor Realmuto.

Mr. Realmuto: Okay. So I added that to this agenda to give you folks a chance to comment on the latest draft of the joint amenities policy prior to us coming into the joint

meeting. What you have in the agenda packet before you is what the joint amenities policy committee worked on to incorporate all of the comments made at the joint meeting and I believe it does that with one exception and that's why you have a single page in front of you. During the joint meeting, we spoke extensively about things like the golf course and restaurant being independent business operations that basically were outside of this policy and I think Christine and I reviewed the recording of that meeting. The one thing we missed was on page 6 where we talk about the fees and debts owed to the District. There was an exclusion for the ad valorem assessments, but I believe everyone, including members of the other Board, agreed that also excluded from that would be fees, debts owed to independently operated businesses, such as the Clubhouse Restaurant, Eagle's Nest or Lake Ashton Golf Club, that was actually set during the meeting. I just want to see if we're all on the same page about that. The wording in front of you is something Christine came up with to address it but we did come up with it after the committee met. No one other than Christine and I, in other words, Mary from the CDD nor Bob Zelazny or any of the other supervisors there have seen this change. However, I think if they review the tape of the joint meeting minutes, this is where we wound up. So I am suggesting that this change still needs to be made and brought forward at the joint meeting.

Mr. Howison: Okay. I don't believe there needs to be any Board action on it and I would agree. I think this is reasonable.

Ms. Burns: I would just say as long as there's no objection on that, I would just say that I think Christine should send that to Mary and Angie. Send that to them and make sure they don't have an objection either. We can just include that in the version, we'll include it highlighted so that everyone knows it's a change from there and that's what we'll present for consideration at the meeting.

Mr. Howison: Is there any objections to the verbiage presented here? Okay.

Mr. Realmuto: Just a question about logistics. This is going to be a public hearing, we have another Board who needs to agree?

Ms. Burns: Correct. My point in sending it to them would be that we would include it as highlighted in the version that they were going to see just so it's easier. We wouldn't include it and we keep it highlighted, and if they don't have an objection at that hearing

when it's adopted, we'll adopt it this way and it will be part of the discussion. I just don't want to change it, but at the joint meeting, we approved that and so we have direction from this Board to change it, but I don't want to include this version, if they have an objection, we can include it as a slippage or something, but if we're including it as the backup, they should have some consideration. As the Board, we're putting forward to present it as different from what the Board's jointly decided was going in that agenda, if that makes sense.

Mr. Realmuto: I think so. It's just that at the joint meeting, we didn't decide on the final wording, we agreed in concept I think on all of these things and so what's highlighted and what was put in the agenda packet as well as this additional change is implementing with people. Well, at least two of them now believe that.

Ms. Burns: Yes. I just didn't want to include it without sending to them.

Mr. Realmuto: Of course not.

Ms. Wells: Steve, there was just one additional change that was made after the last joint meeting on page 13 to open play, changing it from two hours to one hour. Again, I think that's another change that we'll just highlight. I just wanted the Board to know that was a change that was made after the last joint meeting and it's on page 13 if you want to bring that up.

Mr. Realmuto: It is included though, so if you look at your page 13, you'll see it. Christine is right, that was not discussed at the joint meeting, it originated actually from a supervisor on CDD 2. We agree that it should be included.

Ms. Wells: We can just highlight that change as well as the one we just did now since those are two changes after the last joint meeting.

Mr. Howison: Okay. I see that change near the top of 13. Okay, so we'll send those along to the other Board and then I think we finalize things then in the joint meeting on the whatever it is, 19th. All right.

Ms. Landgrebe: I'm sorry.

Mr. Howison: Go ahead.

Ms. Landgrebe: I need clarification here. We had pulled out a segment on Eagle's Nest. We pulled out the segment in the amenity policy on the restaurant and yet, we make reference to these things as fees or debts owed, independently operated businesses such

as Clubhouse Restaurant, Eagle's Nest, Lake Ashton Golf Club. Yet the only thing we are including in the amenity policy is information about the golf club.

Mr. Howison: I think all this says is that those entities are all independently operated and again, it excludes them from that particular.

Ms. Landgrebe: But we bring quite a bit of detail into the amenity policy on the golf course.

Mr. Realmuto: You refer essentially to page 17, Debby?

Ms. Landgrebe: Yeah. Which is fine. I'm just saying should we also have a small paragraph making a statement about the Eagle's Nest and the restaurant? I thought we pulled everything.

Mr. Realmuto: Right under the title on page 14 under the amenity policies specific usage it says and I quote, "The Clubhouse Restaurant, Eagle's Nest and Lake Ashton Golf Club are independently operated businesses and management has sole discretion on hours of operation, menu, policy creation, and enforcement, including denial of service to a patron." That was in there in the draft we looked at in the joint meeting.

Ms. Landgrebe: Okay. Then we're happy with not adding additional information.

B. Discussion Regarding Staffing Levels

Mr. Howison: Next on the agenda is discussion regarding staffing levels. I think this was an extension of a request by Supervisor VanSickle from our last meeting, so I don't know who wants to open up the discussion. I know Christine has some information. I've got notes as well.

Ms. VanSickle: Let's let Christine make her presentation.

Ms. Wells: As Lloyd mentioned, Supervisor VanSickle brought this up the last meeting and we were to bring some information back regarding our current staffing levels. I did send a memo that was included in the agenda packet, just as a brief history for anyone that wasn't on the Board when we did make some changes in March 2020 when COVID was prevalent causing a dramatic decrease in resident events and outside event revenue, staff offered to temporarily takeover cleaning of the clubhouse and suspend the janitorial contract. We took over other things as well since some of the activities were not happening, we canceled bowling pin setters, we did a couple of different things. Since

March 2020, as you guys know, there's been several ups and downs when it comes to the COVID-19 positivity rate, so we just continued to do what we have been doing since March 2020 because activity levels still weren't up to par. Well, as you guys know now and the past year, maybe even eight months, they're back where they used to be. It's becoming harder and harder for staff to keep up with cleaning up after events, setting up, breaking down, and all the other general janitorial responsibilities as was in the scope of work that we submitted to get our current proposal. Going off the quote that we recently received to janitorial services, it's estimated that since contract janitorial services were suspended in March 2020, staff has saved the District about \$154,000 by taking on these extra responsibilities. The monthly amount for the same scope of services that was in place prior to suspending janitorial services in March 2020 is \$4,533.75 per month, which works out to about \$54,405 per year. It's included the quote was right behind the memo and includes the scope of services that we gave them to get a quote from. When we calculated that and reached out to Jill and asked, how much would it be to add an additional full-time employee with benefits? It came out to about \$55,000-\$56,000 so comparing that amount to the \$54,405, that would be for the janitorial contract and there's additional cost savings that I included in the memo. We feel that by hiring another facility maintenance employee, that we'd have more versatility of what they can do and it would end up ultimately saving the Districts some money versus going with just hiring a janitorial service at \$54,405 per year. Any questions?

Mr. Howison: I understand there are potential savings and we've discussed those things. I just like to add I see some other benefits to this. If we were to add staff, it frees up our operations manager and it frees up our community director to manage events and contractors more effectively perhaps it gives us coverage during vacations and illness. It gives us extended coverage for large events that often really task this group and I think may result in an overall improvement of services for the residents. From a personal standpoint, I strongly support adding one staff.

Ms. Burns: It also gives you some flexibility. I know there's been a push in the last couple of years for the staff to do some projects in-house that normally you may hire an outside vendor which would allow for some additional savings. You have things like painting the top bars that Matt did. Having an extra person. That's a harder savings to

quantify but by being able to add another person, you could probably take on some more projects in-house as well.

Mr. Howison: There's an opportunity cost sometimes when we don't have staff and we send somebody out to do that. I will say one other thing. We had a resident today, speak this morning and talk about a rebid of the management contract and I know that it hasn't been rebid in some time. That's something we'll want to discuss and we'll certainly consider but at this point, I know I speak for the rest of the Board when I say we are well pleased with GMS and their services.

Mr. Costello: One of the problems, I believe we did try to rebid it one time. Nobody answered the order. I believe you were with us at that time.

Ms. VanSickle: I was there.

Mr. Costello: But I agree with you. We don't have problem with GMS, I don't have problem with GMS. It's just the idea that, yes, it should be rebid. But when you don't get any returns on your requests, what are you going to do?

Ms. VanSickle: I'm not sure that it needs to be rebid, but probably updated because you could look at the scope of services. It's out of sync with what we use now and I think that can be updated to what our needs currently are. That might be more effective.

Ms. Burns: We actually are working on a revised agreement for the staffing agreement in particular, just because it's been in place for about a decade, I think at least. Obviously, the needs of the District and the staffing has changed, and the agreement states that you can make changes to the agreement through the budget process, and that's how it's normally been handled. We've added a staff member or changed things with Board approval as part of the budget process, but we are working on updating it because it is out of date, and it doesn't reflect the staff that's currently in place. We'll bring that back to the Board the price would be what was approved in the budget, but the scope of services the employees provided, all of that is being updated now.

Mr. Costello: Going back to the request, part of this year is the fact that we're going to have two of our people go out to get certifications as pool operators. How long does it take them to get that certification?

Ms. Wells: I will double-check again. When I did look it up and get the cost associated with it, it seemed fairly quickly that you could get it done. I would say a couple of months at the most. Maybe not even that.

Mr. Costello: Thank you.

Ms. Wells: There's some courses you have to take and then you have to take a test.

Mr. Howison: At the risk of redundancy, I'd like to recap something for that resident and that is that we have just discussed the possibility of going out for rebid. We did go out for rebid on a couple of occasions or at least one occasion in the past and got no responses but we do take that seriously and we will absolutely consider that as we move forward.

Ms. Landgrebe: At this time, I'd like to make a motion that we accept and we move forward for new staff.

Mr. Costello: I second it.

Mr. Howison: We have a motion to direct GMS to move forward and increase staff. That was by Debby. Seconded by Mike. Any discussion?

Mr. Realmuto: Only to support the motion. Lloyd, I agree with everything you said. It should not be underestimated the effect that the burden of cleaning has had. You don't get something without taking something away and what I would hope this would add is the ability to do more of the point projects, you gave an example of painting the stop lines, but probably the biggest thing that's been impacted is oversight. Both oversight by our community manager or contracts in general and oversight by the operations manager of some of the operations contracts. I think we'll get a lot better result if we give them the necessary time to do that, so we certainly expect to see an improvement there. That's all.

Ms. VanSickle: I would like to say the last report Matt sent out by email was phenomenal. I think he's getting on top of that landscaping and I was extremely impressed. I think he's taken our concerns to heart and really stepped his game up, but we all need to allow him to time and the support to do that.

Ms. Landgrebe: Then as GMS looks to hire, I'm assuming that these are not typically 9:00-5:00 jobs or 6:00-2:00 or whatever.

Ms. Burns: It's a 40 hour a week position. If we're looking for Saturday and Sunday coverage or whatever the schedule is, but it is a 40-hour week full-time position for that rate. Now we could go with a part-time option, I wouldn't suggest that I think you're going to have a hard time finding a quality person with job opportunities out there for a part-time job. I would suggest and I think the recommendation is to go with a full-time, 40-hour week.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, Hiring Additional Facility Maintenance Staff, was approved.

C. Consideration of Contract Agreement with Polk County Property Appraiser

D. Consideration of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser

Mr. Howison: The next item on the agenda is consideration of contract agreement with Polk County property appraiser.

Ms. Burns: This is the annual renewal and I think we could probably take them both together as one motion, if you would like, as they are related for the property appraiser and the tax collector agreement that is included in your package. I'm sorry, it's not the tax collector it's the data-sharing and usage agreement with the property appraiser.

Mr. Howison: Yes.

Ms. Burns: Polk County requires an annual renewal for us to use the tax roll to collect our assessments and then the second one, the Data-sharing and Usage Agreement, is a requirement. It's more for our staff about not disclosing the except parcels, so if the Board's comfortable accepting the both, I think we'll take one motion to approve.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Contract Agreement with Polk County Property Appraiser, and the 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.

SEVENTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Howison: Monthly reports, the attorney report. Jan?

Ms. Carpenter: We don't have anything this month. Just thank you all for being so nice to Kristen when she was here covering for me. So you know, Jay has been my backup for about a year now doing all the behind-the-scenes stuff, so I'll bring him with me so you can at least meet him and say hello.

Mr. Howison: That'd be great.

Ms. Carpenter: Thank you. Nothing else.

Mr. Howison: Thank you.

B. Engineer

Mr. Howison: Next is the engineer report, Alan.

Mr. Rayl: Good morning. We included a little outline in the agenda of things that have taken place in the last month. You may have seen the repairs at the inlets on Dunmore. That work was performed last week. I'll tell you that when the contractor opened up those areas in front of those inlets, all of those inlets, there was a strip of flowable fill material run down that whole edge of pavement during the original construction as if they were trying to mitigate some of the things that had been maybe occurring in earlier construction. Things we've found where we have failures of structures and things. There wasn't a normal pavement section and there were depths of four inches of asphalt at Ashton Club and Dunmore of that inlet repair. There was nine inches of asphalt deep in there. That was to a degree that the contractor didn't have equipment to pull it out, and it was in there pretty solid so they worked on the areas that have failed around it. But apparently, this isn't the first time that those areas have been identified as problematic. There's more material down there than in any other location I know of from the community. They made good repairs coming back and the southernmost repair location, they did find a hole in the pipe, got flowable fill in there to plug that hole, and then brought everything back up with densities and new asphalt patches. A couple of those I think also had holes behind which we had also seen at Ashton Club and Dunmore where a cavity developed behind the inlet box, those were filled. I think in combination of those things that were done and we should see these repairs last us.

Mr. Costello: Question. There is a problem that we've had out by the front gate, but could this be an extension of what you saw over on Dunmore?

Mr. Rayl: We don't know what's going on up there. We've been able to look at utility analysis. Unfortunately, there's no records of densities and things that were done during the original construction. There are no utilities under there that are known. No irrigation, no public utilities. What we're seeing be the evidence of a line failure like we've seen when we have potholes in the center line of the road because there's a sewer line failing there, there's a correlation there. We haven't been able to identify.

Mr. Costello: We still have an ongoing problem there?

Mr. Rayl: Well, as of the email Matt sent us last night, he said it looks like it's starting to come back a little bit again.

Mr. Costello: So it's an extension of a problem that was done in the original construction probably?

Mr. Rayl: It's possible. It is. Some of these things take a while to evidence themselves. But I don't know what the solution is there yet. You don't want to go with the scorched earth option is dig up the whole thing and you rebuild it all when you can't identify that thing that's making it fail. Sometimes you do a rebuild and you either find the source of what was going on there or you've eliminated all those things that were part of it that may be in combination were creating this issue. But it hasn't been anything that's made itself evident as to what is causing that to occur and why it didn't do it for so many years, but now nothing has changed up there. Beyond that, also there was a repair at Waterford where there was another hole in a pipe and a mailbox was disappearing. That's been addressed, the repairs been made and all that's been restored. We talked last time also about the issues over on Dunmore where the inlet wasn't draining properly. I told the Board I would try to give some quotes for a back truck to come out and shoot that line out where we could know it's cleaned out and also find the end of it because it wasn't built according to the construction plans and there's no evidence of where that pipe end comes out. This is a quote we got back on Friday, so we didn't have any time to get it to the Board in advance of today's meeting. It's pretty standard as far as the work efforts for having a back truck come out here and work on that line. You can see that if they're pulling a lot of sand and other material out of that line plugging it up, they have to dispose it

because it has metals and things from roadway runoff just like those street sweepers have to do. Depending on the amount of material they would pull out, they have a fee that they would add onto that quote there. But as you see the quote to jet that line and clean it out is \$1,859.

Mr. Realmuto: Alan, if I'm reading this correctly, this is actually a time and materials quote, except looks like the minimum, that would be \$1,859 plus a 3.3% transaction fee. Am I right?

Mr. Rayl: For a credit card, they have some payment conditions in here. I haven't dived into yet.

Mr. Realmuto: It actually says, note, first job requires a credit card with 3.3% transaction fee.

Mr. Rayl: I don't think they're used to dealing with governmental entities as well. Nothing has been discussed with them in that regard. We just asked them for a quote, for the work.

Mr. Realmuto: I believe the quote says that it's good for 60 days. Given that we just received this, that we haven't received any others, what's our reasonable expectation of getting additional quotes for this work?

Mr. Rayl: We've asked one other firm that we have worked with in the past. I don't have any experience with this firm. Our team is a contact from S&S and I'm getting a quote from one other firm that I do have some past experience working with. Hope I can get it this week with the holidays, so we can get that out to the Board in-between the meetings.

Mr. Howison: Well, I will know that the disposal fee if needed, the first flat fee of 200 a trip is up to 1.99 tons. I find it difficult to believe that we'd have more than 4,000 pounds?

Mr. Rayl: I wouldn't disagree. We've got 100ish feet of 24-inch pipe, so that would be about full to get to that threshold. I haven't done the math, but I can feel comfortable with that.

Mr. Howison: Okay. Do we want to direct Alan to look for additional quotes before we make a decision on this? I guess it's gone on this long, what is the potential downside?

Mr. Rayl: In past we've done when other quotes were expected to come in the Board's authorized a not to exceed for the one in hand if a better one came in and those were the ones that we went with, but whatever the Board would like to do.

Mr. Howison: It's got to be done at some point. It's just a matter of whether we can beat this price. There is one other condition and that is that the vacuum crew stays on the clock until the truck is scaled out and washed out. That means they've got to weigh the truck and then they've got to clean it out. I don't know. You've done this before. How long would you expect for them to travel here, shoot the pipe, and then leave?

Mr. Rayl: They should be inside that six hours. It does not take long to jet that line.

Mr. Howison: That's what I thought.

Mr. Realmuto: In my opinion, given this is the first, Alan hasn't dealt with this contractor before, and again, the quote is good for 60 days. I don't see the downside trying to obtain one or two additional quotes. We've had vendors that have done similar work for us. We can get one or two more and act on it at our next meeting. I think we are well within those 60 days.

Mr. Rayl: We'll continue to get some additional quotes. I had a couple of other things. One we've already discussed, which was the pavers. Now, I'll be taking a look at that after the meeting today. The last thing I wanted to revisit was the relocation of the waste cooking oil container. It wasn't a pressing issue when we didn't have a restaurant in it. If that's expected to change soon. We had a quote in middle of May. If you recall, the idea was to create a separate concrete pad that stands alone. It wasn't part of the dumpster pad. It wasn't able to drain onto the pavement if it overflowed or anything like that. It would have a pop off and it would drain to that adjacent stormwater pond, which is designed to trap and remove, not cooking oil necessarily, but oil and grease and debris that comes off in the parking lot, this falls in that same category. It gets treated in that wet detention system before anything discharges to the lake. There's nothing wrong with that location. That down gradient pond is built to handle pollute runoff if it ever happened. My question was, does the Board still think it's a problem that we're going to have to deal with given that the restaurant tenant has changed? It hasn't, to my knowledge, ever occurred before in the past. But the quote that we had was \$17,500 to build a new standalone concrete pad. It has a curb around it so nothing can overflow and escape onto grass or

onto the pavement. But if it ever did overflow the container, it would stay contained in the pad and then drain it into the pond. But I just wanted to bring that out there and see if there was still a concern, and if we wanted to get updated quotes to look at addressing it.

Mr. Howison: The current pad, has a curb as well, am I right?

Mr. Rayl: I know it does around the back three sides, I can't remember what the front of it looks like. If it does, it's not contained or wouldn't have run off over.

Mr. Howison: Right, that's what I was going to say. I mean, would it make sense to take a look at modifying that pad so that we create a pop off but we contain it otherwise?

Mr. Rayl: Yeah, we could.

Mr. Realmuto: I'm confused, how is this different? I thought that's what the proposal did. How would this be different?

Mr. Howison: It moved it to a different location.

Mr. Realmuto: As well as creating that containment area.

Mr. Howison: As well as.

Mr. Rayl: If we just separate where it wasn't tucked in behind the dumpster and just a completely separate use, it was a pad over where the landscape crews tend to pull off there. It would be standalone completely contained.

Mr. Realmuto: I understand, so it was an alternative, hopefully lower-cost design that would also prevent the leakage into the parking lot. After all, that's our issue here, that's potentially expensive to flow in that direction.

Mr. Costello: What leaked down there? Was it the vehicle that was transporting it or was it actually leaking from that area? Not only that, is there a drain out there in that? Because with the grease, I hate to say it, but chances are you're going to clog that thing up. It's going to become useless.

Mr. Rayl: The new pad will have a drain built in and a new pipe going into the pond. If there was ever an overflow, it's isolated. It doesn't get on the pavement, it doesn't run off on the grass, it will go into that drain and into the pond. If it got clogged it would be easy to fix. It'd be a short run of pipe up to 20 feet.

Mr. Costello: Do we want the grease running off into the pond?

Mr. Rayl: We don't want it running off anywhere.

Mr. Costello: I agree with you there. That's what I'm saying. Do we want it running off into the pond?

Mr. Rayl: Also that drain can be raised slightly above the floor of the pad that it's sitting on.

Mr. Costello: Okay.

Mr. Rayl: You could hold an inch or something like that before it whatever start to pop off but less than 6 inches where it would try to spill outside of the containment areas.

Mr. Howison: Better the pond than the parking lot.

Mr. Rayl: Yes.

Mr. Costello: I don't know about that.

Mr. Howison: Don't ask the fish.

Mr. Costello: It's not only that. People are capable of throwing anything in there. You could have any hazardous materials thrown in there and the leakage could become a real problem. You have to think of it in that manner also.

Mr. Howison: So the question is, do we want Alan to go forward and continue under the direction that we gave months ago to create the new pad and so on? Do we want him to look into perhaps modifying the existing or do we want to leave it as it is and do nothing? Being that we have a new restaurant operator coming and hopefully they'll be a bit more responsible in their management of the grease.

Ms. VanSickle: Can something be put in the restaurant lease that if they cause this problem, it's their nickel.

Mr. Costello: Christine?

Ms. Wells: Well, it wasn't in all leases.

Ms. Carpenter: Yeah, compliance with law, to leak anything like that is non-compliant. That is in all the leases. The last time there was really no evidence of what happened. That was the big issue we had is we didn't know who put grease in it, we didn't know what caused it. It was tough to pin liability on anyone.

Ms. Landgrebe: Do we have a camera out there now?

Mr. Costello: Christine, did we or did we not go after the company that takes that out of there, and did we receive any compensation for it? Yes, and no?

Ms. Burns: They were steadfast that it was not the fault of the container. The container was not defective and that the leak was caused by somebody over filling it, was their stance. That they basically just overflowed the tank and that's where it came from, not that there was a leak in the tank.

Ms. Landgrebe: Alan, if we do not move and create a separate pad that will drain properly into the retention pond, are we at risk of a HAZMAT situation?

Mr. Rayl: Well, we're at risk of having another overflow occur.

Ms. Landgrebe: Will that be considered HAZMAT?

Mr. Rayl: I couldn't say.

Mr. Howison: I would not think so. Just cooking grease.

Mr. Costello: I don't see a hazmat situation. Like I said, anybody could throw anything in there at any time.

Mr. Realmuto: I think the issue is that we wish to avoid the situation that has occurred at least once that was potentially damaging to the parking lot. I believe we do need to do something and act on it and the question before us is, are we going to ask Alan to design essentially an alternative that would keep things in essentially the same location, but perhaps result in a lower cost to do it? That sounds like a good investment. Now that this would be something different than what he's already done.

Mr. Howison: I don't think we need a motion for this. Just ask if he'd take a look at the alternatives. We already have the one alternative out there that was approved, but if we can come up with something that's as effective without relocating the current container, that'd be best.

Mr. Realmuto: Is that something that could be brought back to us at the next meeting because I do believe we need to move forward with this given the restaurant stuff.

Mr. Howison: Yeah, you think we can be ready next meeting?

Mr. Rayl: We'll try. It would involve us coming up with what that modification would be and then getting contractors to give us some numbers on it. We'll try to make that happen before we meet again.

Mr. Howison: That'd be great. Thanks.

Mr. Rayl: That was all I had for the Board this morning.

Mr. Realmuto: Are there any other questions for Alan?

Ms. Landgrebe: Thank you, Alan.

Mr. Rayl: Thank you.

Mr. Realmuto: Is there anything else that would require the engineer to stay here.

Mr. Howison: No, you're welcome to go if you'd like.

Ms. Landgrebe: Enjoy your holidays.

Mr. Rayl: Happy holidays.

Ms. Landgrebe: Merry Christmas.

C. Lake Ashton Community Director

Mr. Howison: Next on the agenda is the operations manager. I'm sorry, the community director.

Ms. Wells: Hopefully, everyone had a chance to look over the community director report. I'm going to try to move this as quick as I can. I Have a couple of updates for the restaurant. You see all the items we've been taking care of here. There is also some additional repairs that are needed in regards to a countertop that's behind the server station and some minor repairs that will put a list together, and bring to the next meeting. I'm sure it can be even at continued one since it's still restaurant. Just give some ideas of things that we're looking at. Some minor things that we can just take care of as far as replacing switch covers and things like that. We did also receive the final Metz invoice. Steve and I have spent quite a bit of time going through this final invoice. At the bottom, you'll see a list of credits. Steve, I don't know if you want to hit on anything, just stop me.

Mr. Realmuto: I can cover it very briefly. I think the supervisors have it in front of them. The final invoice, the original amount invoice was \$32,462. Since then, again, as Christine said we've been going through this with a fine-tooth comb. It required us to go back over each of the monthly operating statements to eliminate duplicate charges and many other things. I won't bore you with all the details. The bottom line, if you look at the concessions we've been granted, you see at the bottom, under the total line, but above the "please pay this amount." If you add those up, excluding the last-minute air gas invoice, basically, we found savings of almost \$14,000 off of that invoice. There was an air gas invoice that had never been delivered to Metz. It was delivered here for whatever

reason, that's only \$139, I guess, after rounding. I can answer questions on any of those individual items. By the way, I should state that it's not just a savings of \$14,000 over what they originally billed us. That's on this invoice that's for the month of June. Debby Landgrebe, did similar work on the inventory bill we had received that total \$12,000. Which she was able to get them to completely waive. It's a percentage basis, kudos. Thank you, Supervisor Landgrebe. In total, that's a savings of \$26,000. At this point I think it's very applicable time to close out this with Metz. Metz has stepped up. By the way, comment was made about people leaving the restaurant and not cleaning. You'll notice here the credits for cleaning. Metz did step up and pay for those. They've acted very professionally. No issues there. I think it's time to put this to bed and authorize paying the final invoice.

Ms. Landgrebe: I agree. This is Debby. Here's a great example of the dedication of our staff. Kudos to Christine, and I know Sheila and Matt everyone were involved in this. Kudos and thank you. Do you need a motion?

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Payment of the Final Metz Invoice, was approved.

Mr. Howison: Community Director, keep going.

Ms. Wells: We're still continuing the cost savings analysis. There's a list of everything that's been updated since the last meeting there. We also are waiting on the final insurance payment for the bowling lanes. It was mailed, I believe, to the Orlando GMS office. It's a payment of \$26,635.88. We should be receiving that shortly. We are also working with the insurance adjuster for the Hurricane Ian projects. Everything has been sent to them, so we're just waiting to hear what's going to be covered and what the deductible would be. I'll get back to you guys on that. Let's see. I wanted to give a quick update. The resident that had come here who lives on Litchfield Loop that the bull is getting out of the neighboring property. After one of the Hurricanes, a tree had fallen on the fence. The fence is broken again. The resident reached out to us. We got with Polk County code compliance, and they are working on remedies with the owner to get that fence repaired so that the bull stops coming out, but we are working with that. The staff

would like supervisors to consider surplus for Cart #1. It is the one that has not been used since we purchased the new security golf cart with the hard sides. We had it there just purely as a backup if we needed it. We have not used it one time except for trading out parts. We've used tires off of it. The windshield is broken on it. It needs to be surplus. There are a couple of other things I can take off. I'm looking to take off the cover and switch it. We've already taken the LED light off the top and switched it to the new golf cart. We've stripped it quite a bit.

Mr. Howison: What is the age of the batteries in that cart?

Ms. Wells: That's the next thing I wanted to look at and see I can look back at Performance Golf Carts and see when the last time was. That's potentially another item that we can take off, and save for future use. It has not been used though in close to a year.

Ms. Landgrebe: Do we need a motion to surplus it? I move that we surplus Cart 1. After we strip it of everything, feasibly possibly.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Surplus of Cart #1, was approved.

Ms. Wells: Also staff received a request from the Cigar Club at Lake Ashton regarding meeting at the Pavilion. I included the email chain behind the Community Director Report. The current designated smoking areas approved by the supervisors, is the Southwest corner of the ballroom patio where the table and umbrella is. This would be outside of that designated smoking area by supervisors. I asked him if he wanted me to bring it in. He did. It's up for supervisor consideration.

Mr. Realmuto: Just to be clear on what they're asking for. They're asking to be able to smoke cigars, essentially inside the pavilion, not just an area outside of it.

Ms. Wells: Inside the pavilion. To basically protect from weather elements.

Mr. Howison: I feel the need to remind the Board of Supervisors that this is one area that was addressed by the focus 2025 survey of residents. In that survey, we had almost 1,200 respondents versus the 600 and something we just had for the restaurant, for example. In that survey, I guess I'll just read the relevant paragraph from that report.

There is a solid case for a no smoking policy to be added to the joint amenities policy. A strong no smoking policy would replace the current smoking policy. Almost 75%, 74% of Lake Wales and 73% of Winter Haven respondents. We're in favor of such a policy. To be clear, a no smoking policy would apply for all underlying CDD owned premises, not just inside facilities. That means total no smoking of any kind including vaping, etc. That is excepting clearly defined and well-marked designated areas. It goes on. Any consideration of this request be made in light of that response from the community. That was about 18 months ago, I believe.

Ms. Landgrebe: I'd like to also put a similar plug-in. Like for instance, the Tobacco Control Legal Consortium, strongly suggests that communities pass tobacco-free laws and regulations that cover outdoor areas including parks, recreational facilities, workplaces, restaurants, bars, and patios. It's not uncommon for many communities and or corporations to have smoke-free campuses. I have great concerns with smoke in the pavilion. That's a screened porch area that smoke or tobacco film on the screens. I have concerns with a smoke area right out here. I'm not sure that's even legal. Because my understanding is it should be at least 25 feet from an exterior door.

Ms. Burns: This is the only District that I manage that allows smoking of any kind on amenity property. The majority of them do not.

Mr. Howison: My question would be, is anyone here in favor of allowing that and if so, please speak up. Hearing none, we'll maintain the current policy as it stands for now, and we'll direct Christine to respond.

Ms. VanSickle: Do we want to discuss Debby's proposal that we don't have a smoking area we go smoke-free campus?

Ms. Burns: That may want to be joint amenity policy.

Ms. Landgrebe: Well, it could be a joint amenity policy, but we still have a responsibility to this side regardless, so correct.

Ms. Burns: You could institute smoke-free for this side. If the goal was to do that, it wouldn't be consistent. My suggestion would be to discuss it at the next joint meeting.

Mr. Howison: My preference would be just in the interest of time, we've got a couple of topics that may get a little lengthy coming up.

Ms. Landgrebe: I'd like to discuss it at maybe our January meeting.

Ms. Burns: You could add it today and then when we continue, we can put it on that. My suggestion would be that you put it on the 17th of January. I think if we add it today, we could put it on the 17th with the goal that if we get through everything that we need to talk about and the Board feels that meeting on the 23rd isn't necessary, you can make the decision that day.

Ms. Landgrebe: Let's do that.

Ms. Burns: We can add it to that.

Mr. Realmuto: Logistically to accomplish that, we're adding it to our agenda today, for to a meeting that's going to be continued.

Ms. Burns: Correct.

Mr. Howison: Christine?

Ms. Wells: The last thing I have is that staff was sent an invoice for preventative maintenance of the lightning detection system. This is unbudgeted on-going expense, so staff would like direction from supervisors before proceeding with payment, and the invoice is included behind the community director report. Is there anything else Lloyd, or do you want to take it?

Mr. Howison: I can open things up, I guess. This lightning detection system ostensibly primarily supports the golf course, but it certainly supports the rest of the community. We all benefit from it. Historically, we've been responsible. The Lake Ashton CDD has been responsible only for maintenance, repairs, and upgrades to the equipment and systems located at the clubhouse. Since 2013, we have received five invoices or have had to make changes or repairs to the equipment and systems here five times, totaling some \$5,500. The proposal from LACDD II and golf course was to split all costs three ways going forward. In other words, repairs made here would also be split three ways with them. The annual maintenance is a minimum of about \$1,800, which would be \$600 a year for us. Those are just facts surrounding it. It's not a matter of my opinion at this point. I'll open it up.

Ms. VanSickle: In my opinion, though, we moved in. The pro shop was in the end of this building, the lightning detectors were on there to provide for the golf course. Now, the pool did get some benefit from that and we did ask at a later date if we could pay to put the strobe light on because we couldn't always see the strobe light over on the dock.

I still see this as a golf course expense, and we're very clear with what's in CDD 1, CDD 1 pays for. What's in the West, the West pays for. The golf course, I think has their expenses. At this point, if we start co-mingling one thing, just look how this could turn out and what all it could blossom into. I think that this is a golf course item.

Mr. Realmuto: I agree that this is a golf course item, but some additional facts, when the decision was made to acquire the golf course, we went through extensive negotiations. In fact, there's a inter local agreement with regard to the purchase and maintenance of the golf course. That agreement very clearly calls for us to pay, and these are the only two things it calls for us to pay for, the maintenance of the cart paths and the ponds. Not the grass around the ponds or pieces of the golf course that the golf course deems aren't on a tee or green. We have a legally binding agreement in place as to what we would share the cost for. Yes, there's a mutual benefit from Lake Ashton and residents being on the golf course. We benefit from the views, we benefit from a lot of things. The golf course operation benefits from us taking the huge expense of the cart paths, and I left out bridges but that's going to be a huge expense coming out. There are benefits and expenses to each of the parties. This is a relatively minor one that is, in my opinion, clearly a golf course expense. The previous golf course owner has never asked us to contribute anything other than the additions we wanted added here to the clubhouse. As Supervisor Howison said, those costs we've paid to maintain that system before the most recent expense this year, so this is as of 2020, total almost \$5,600. We have been paying the expense of this system at the clubhouse. It's over four years since we acquired the golf course, actually, almost four years to the day, I believe. This wasn't even a request, this came in as a bill like other bills and then it said, you need to pay 1/3 of this cost without ever having been discussed with this Board prior to us receiving that bill. When are these demands going to stop? Four years after the purchase of the golf course and an agreement. Clearly, I do not believe we should pay for this.

Mr. Costello: I don't think they're going to stop. I think as long as they can get the money out of us, they're going to take it and quite honestly, you're right in the fact that the warning system has always been handled up until four years ago by the golf course. They're claiming they're making all this money, this should be nothing to them. It should be nothing and let them handle it.

Ms. Landgrebe: I agree. So do we make a motion that this not be paid or how would we go?

Mr. Howison: No. I think we just direct staff to return the invoice and obviously, I'll certainly be contacted. There will be some additional discussion, but the direction of Board is that we will not pay that invoice.

Mr. Costello: Christine, the other day I asked you to check the golf course. Are they required to have a running system?

Ms. Wells: I sent an email over to Kristen and Jill. I'm not sure if Kristen had a chance to look at it when I sent it to her.

Ms. Burns: No. You don't have to have a lightning detection system for the pool.

Mr. Costello: The golf course?

Ms. Burns: Oh, I don't know and I don't think that would be for the Board to decide, but this Board does not have to have one for the pool.

Mr. Howison: I play multiple golf courses in the area that do not have lightning detection systems. I do think that a lightning detection system is an amenity, but it's an amenity that is provided by the golf courses.

Mr. Costello: We're getting a dollar a year for them for rent, and we're more than doing our share. It's about time they step up to the plate.

Mr. Howison: We're all in agreement here. I will say this, that the statement was made during our meeting to discuss this. There are two statements made. Number 1, that maybe they'll just shut it off for our side of the community. I'm not going to allow that to happen. We do have other alternatives. Christine is already having that staff look into it, but for now, the direction is that we will not pay the invoice. Obviously, I'll be contacted as well, you, Christine. If we need to meet with CDD 2 representatives, we will.

Ms. Landgrebe: I feel like we're being bullied.

Mr. Howison: Well, I think we're not. You can only be bullied if you allow yourself to be bullied.

Mr. Realmuto: I wish to point out, again, we do have an interlocal agreement covering the acquisition and maintenance of the golf course. It states, among many other things, that both golf courses shall be maintained equally. I submit to you that that would

be part of the maintenance of the golf course if you can't do something different than the one that you do on the other.

Mr. Howison: So the decision has been made. Christine, what else do we have?

Ms. Wells: The project tracking list is included. I just wanted to hit on a couple of repairs that were completed. The Olson Road fence repairs were completed and staff went out and took a look at the pictures. Matt went out, drove the line. Everything looks great. There was an additional \$500 in repairs after the original quote that's due to storm damage, so that has been submitted to insurance as well. Then we did finally get the palm tree replacement on the Boulevard. The original budgeted amount from supervisors was \$1,077.93. When including it with this project, we got it for \$410. That was a good savings there. That's all I had.

Mr. Realmuto: Christine, before you leave the operations report, I believe there's another issue of expenses that are shared or not shared in services that the CDD has previously agreed to. That has to do with the email blast and constant contact. My understanding is we were the recipient of another threat or ultimatum regarding that. I don't know how much other supervisors are aware of that, but I feel we need to address that as well unless the supervisor who is handling it can assure us that's no longer an issue.

Mr. Howison: Yeah. I think it's an ongoing thing. When I look at the numbers.

Ms. Landgrebe: Wait. Do you want to give us a synopsis of what's going on?

Mr. Howison: Yeah. This was something I thought maybe we leave in the staff's hands for right now. But synopsis is this, that the golf course, Eagle's Nest, CDD 2, CDD 1, all share the use of a constant contact contract that is held by Lake Ashton CDD II. Constant Contact has recently modified their pricing such that once you exceed the limit of emails allotted for a given month, you are charged a price. Secondly, some facts surrounding it, and if I knew it was going to be discussed here, I'd have brought a lot more backup. Currently, Eagle's Nest Golf Course send about twice as many emails per month as does Lake Ashton CDD. We send more emails per month than does Lake Ashton CDD II. The proposal was made initiated by the golf course that they wanted to back out of that contract and handle their own emails. Makes perfect sense, they are a separate entity. That would leave, Lake Ashton CDD and CDD II remaining on the Lake Ashton CDD II

contract. Lake Ashton CDD II requested that we split that. From a financial standpoint, I don't see that it will hurt us much at all. Our only concern was that we develop a means of new residents and residents that want to make a change, be able to do so simply. Currently, they go to one location, and they can select which emails they want to receive or not. Our concern was that this might force us to have a resident go to actually three different locations to subscribe to emails. The action plan coming out of our meeting a couple of weeks ago was that we were going to get back together. In the meantime, we had directed staff to look at alternatives, particularly to Constant Contact and also to how we might manage subscribing and unsubscribing. I think we may be a little premature. We have time to discuss this in our January 23rd meeting, and we should have the details by then. But Christine, jump in and tell me what I've missed.

Mr. Realmuto: There are two points I'd like to add and address. One is financially. If you look at strictly the financial terms, this was presented to us as a way of dealing with the new cost from sending out too many emails resulting in additional costs. But while it is true, they now charge for exceeding the allotted number of emails, that fee is capped at two times the monthly fee. If we assume it, and I don't know that we've gotten good data. I think this is part of what you were asked to go back and find. If we assume that we're essentially as a joint community, jointly, we're always going to exceed that cap and the maximum bill is twice the advertised monthly rate. But the point is it is fixed. Sending out additional emails above and beyond that does not add to the cost. I suspect it could actually be financially advantageous to the entire community assuming we exceed a certain number of emails to leave it as a single email account. That would result in the lowest cost to the community as a whole, we would have split the bill. That needs to be looked at carefully, and we need to understand how many emails we in total aggregate or send out. It sounds like the golf course is going to their own system so we probably need to understand what that number would be without the golf course. I assume Eagle's Nest is part of those emails. That's what we need to understand the financial picture. But another point I don't want people to miss that's probably the most important point as Lloyd pointed out, is that if we were forced to manage these email distribution lists separately, that may require residents to essentially sign up twice. It's not necessarily a matter of going to different locations, the clubhouse, or the HFC. They could do it online as well.

But the point is they would need to sign up twice and these lists would be out of sync, etc. It presents potentially a mess to our residents.

Ms. Wells: As Lloyd mentioned, we are in the fact-gathering stage right now, and once we get the facts gathered that Lloyd had trusted me with getting, we're going to come together and talk about this further. There's no decisions that have been made right now.

Ms. Landgrebe: Is it the correct assumption to assume that we could not do something jointly with the HOA because that's a private organization versus a government one? Or is this an opportunity that CDD and HOA can work together on this type of content?

Ms. Burns: You could. Share the same account. They would just 50/50 pay for it. Yeah, you could.

Ms. Carpenter: They'd have to be willing to deal with public records requests as well.

Mr. Realmuto: I do need to point out the membership of the CDD no longer exactly matches the HOA benefit. The difference is the condos. The condos are included within the CDD. They're no longer included within the HOA.

Mr. Realmuto: I think what I'm hearing is that the direction Christine has is valid, and we should be prepared to take this up at our next meeting on the 23rd of January. Thanks for your input, everyone.

D. Operations Manager

Mr. Howison: Next on the agenda, Operation Manager's report.

Mr. Fisher: Included in the agenda packet is the operations managers' report. Quick turnaround from last meeting. No really big updates for pond maintenance or Applied Aquatics. Still keeping in touch with him and about the carp installation, shooting for by the end of this month, I will keep the Board updated on that. The pool and spa I started to include in my reports for updates for that amenity. I was able to find a vendor that has a push button for the spa. I've gotten a lot of requests about that, and it'll be a lot easier and less maintenance to get that push button installed. With that being said, it's scheduled to be installed Tuesday. Landscaping, we're moving forward with the projects

the Board approved months ago. The blueberries were installed down the boulevard. We did notice some that needed replacement, that weren't satisfactory. Jose can give an update on that. Also, we spoke at the site visit meeting last week about the report he submitted, and it was a good start, I believe, in communication with the Board. We identified areas that he could possibly help with identifying issues either with pictures or also beginning dates of projects would be good for the report to have in it. Without further ado, if Jose, you wanted to go over your report.

Mr. Romero: We did notice the few that were looking bad. We actually changed them out on Friday. We replaced it. Everything is back to the way you expect it. Right now they're doing a few other stuff for some of the proposals that were approved. We're hoping to get all this done within the next two weeks. That's our goal.

Ms. Landgrebe: Jose?

Mr. Romero: Yes, ma'am

Ms. Landgrebe: When you said you replace them Friday, are you talking about the new trees on the boulevard?

Mr. Romero: That is correct.

Ms. Landgrebe: Could you all take a walk and look? I happened to see some huge gaps in some of these trees even this morning.

Mr. Romero: I rode a little bit with Matt. There was about five of them that were actually really bad. I could try and go back and see.

Ms. Landgrebe: Now, I'm the first to say, a weed or a flower if it's colorful, they are pretty. But I don't know once they grow will these gaps close or what?

Mr. Romero: It should. I don't know if you noticed but there's a lot bigger ones on a few other islands. We could shape them up. But they will be as big as the ones that are already there.

Mr. Realmuto: Jose, are there any plans made to ensure that since they were just planted that they are adequately watered? The soil looked awfully dry there. I understand they were just planted, but some of them have yellowing leaves. I just want to make sure that they're watered on a schedule that would promote growth, perhaps even fertilize too to promote fast growth because they can't be shaped until they grow in.

Mr. Romero: Yes, sir. They got water.

Mr. Realmuto: I would just ask you to keep an eye on them.

Mr. Costello: They were being watered the other day as I was coming in, sir.

Mr. Realmuto: Is there any guarantee on those in terms of longevity?

Mr. Whittman: Yeah, as long as we're maintaining the place. We're on our one-year warranty on them, it's on us to make sure they're looking good. If anything happens, we take care of it. The farm we got them from has 1800 of them. So if one drops off here, the next couple of weeks, it does happen occasionally, we can swap that out pretty quickly for you.

Mr. Realmuto: Thank you for staying on top of that.

Mr. Whittman: I just wanted to add working with Matt directly, and his close watch on things and him sending notes to us, and us reporting back. I think that's ultimately what the Board has expected. We've actually, since we already submitted the report, I've gotten some back from some of our spray applications we've made. We've put down a chemical called atrazine, which has some pre-emergent and post-emergent qualities for your turf grass, and we've also done some granular fertilization, which is noted in the report, but you guys will get a report, basically, of what was in that chemical and the fertilizer composition. But really, I think, this is the new era here, as working closely with Matt, getting his viewpoints on everything that we're doing out here, I want to make sure you guys are happy. Jose has more bandwidth than Dana had, and Dana was fantastic. We have a great crew here as an extra set of eyes. I think while Dana did a fantastic job, we're just trying to take it to another level here. So that's it.

Ms. VanSickle: I'd like to say I appreciate you working more with Matt because I've seen an improvement. I still see a ways to go. Your first report, I know what Matt said, good start. I'm a firm believer in documenting dates and description so I think that's very important. I like his follow-up back to you with the pictures, I thought was excellent. As long as you're willing to work well with him, I think we've got a good thing going. Thank you.

Mr. Fisher: As seen in the agenda, I did create, and it was very time-consuming, so having an extra person on staff will definitely help me to manage my wandering of the property and the ponds. So I look forward to using those tools and the checklist and oversight of the contracts. That is something that I've been stuck between a rock and a

hard place, with helping Alex, the cleaning and maintenance and setups. I look forward to the future working with those checklist and the vendors a lot more closely. Any questions?

Ms. Landgrebe: Matt, we appreciate all you do, and we realize the amount of work you have done and we appreciate you, but we're looking forward to seeing this new version.

Mr. Fisher: Yes, ma'am.

Ms. Landgrebe: We're going to get you some help.

Mr. Howison: The checklists for both landscaping and the pool were terrific, I really look forward to seeing these features there.

Mr. Fisher: Thank you.

Ms. Landgrebe: Yes. Great work. Question on the two new LED gate arms.

Mr. Fisher: Yes, ma'am.

Ms. Landgrebe: Were those installed due to driver errors?

Mr. Fisher: Yes. We had Summerlin invoice us for us to send it to get repaid, and that was a request by Christine. One of the other is a cost for the CDD to replace another arm that's failing.

Mr. Realmuto: How long was the arm that's failing that's the CDD's responsibility in service?

Mr. Fisher: It was an arm that's been hit, but it was operational several times. We've collected from the folks that hit them. But over so many hits, it has to be replaced. It's essentially flat on it. It's not good for the operator to have a flat end on one side. We just need a replacement.

Mr. Howison: Okay. Anything else for Matt?

Mr. Fisher: Thank you.

E. District Manager's Report

Mr. Howison: Now, the District Manager's report.

Ms. Burns: Thank you. First, I wanted to introduce Jeremy with GMS. You've probably seen him sitting here at some meetings. In case you're wondering who he is, he's one of our newer District managers, and so he's just been attending and shadowing

me at some meetings. If you see Jeremy, feel free to say hello. You'll see him around over the next couple of months. The next item that I had was the discussion regarding the insurance coverage for the volunteers. I'm actually going to suggest we table that. They came back three or four times requesting additional information about, particularly, the pin setting volunteers, and some questions about their actual scope. They came back with some questions last Thursday that we sent to them, but we just don't have the quote back from their underwriting department yet. We are working on that. We sent them some of the scope that the volunteers do and differentiating between the regular volunteers at the desk and then volunteers who may just set up for a single event, for a club, group, or organization. We have sent that to them. We're just waiting on it. Other than that, that's all that I have other than happy holidays. Happy to answer any questions that anybody might have.

Mr. Howison: No questions. Well, happy holidays to you too, Jill.

EIGHTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

B. Capital Projects Reserve Fund

C. Statement of Revenues, Expenditures, and Changes in Fund Balance

D. Approval of Check Run Summaries (November 2022 and December 2022)

Mr. Howison: Next item is our financial report. I trust all of us have had time to review?

Mr. Realmuto: I did. I have reviewed both of the months, both the previous month and this month in great detail. No questions.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Check Run Summaries, were approved.

NINTH ORDER OF BUSINESS

Public Comments

Mr. Howison: Next item is public comments. Anyone that has any comment is welcome to approach the podium. Are there any online?

Ms. Burns: Anybody on the Zoom line who has a public comment, you can use Zoom's raise hand feature to be called on now. I see none.

TENTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

Mr. Howison: Supervisor requests and open discussion.

Mr. Realmuto: Just very briefly, this is more a comment to our residents than anyone else. Now that we have made a choice, and we have a new restaurant coming in here, I hope all the residents will make an effort to get behind the restaurant. There's clearly a lot of misinformation and misunderstandings out there. Have a little confidence in a successful businessman, and give the restaurant your support if you want to see one continue to be here at Lake Ashton. That's all.

Mr. Howison: I would add to that, knowing that any good businessman makes changes as they are necessary to make sure and satisfy their clientele, and accommodate the needs of the clientele, I hope that will give the new operator time to learn about us and to adapt to our needs.

Ms. Burns: Just one thing before we go to the continuation of this meeting to January the 17th at 2:00 PM at this location, just to make sure we have everything covered that we want to discuss that day. Anything that has to do with the restaurant, we already have a general restaurant item, so the lease, all of that can be covered under what we already have. The smoking policy or any joint amenity policy discussions that need to be held, we already have the joint amenity policy on here. So if any supervisors have items they wish to add regarding the restaurant or the joint amenity policy, that can be added to those meetings under our current parameters. Anything else that we want to add to the 17th before we continue, we could add it now as part of this agenda. But I think we have pretty general topics for the amenity policies and the restaurant that would cover anything that may come up between now and then, that you wanted to add. So it would just be something that isn't on here at all that may want to be discussed.

Ms. Landgrebe: To be clear, we would not be doing the monthly reports like for the engineer, Christine and Matt?

Mr. Howison: They've been completed.

Ms. Burns: They're on here. I think we put everything on the 17th, and then to the extent you don't have anything, you can cancel the 23rd, and not have to hold them both.

Ms. Landgrebe: But we're starting at 2:00, I really don't want to be here until 6:00.

Mr. Howison: No, but we'll see how long it takes. We may be able to run through quickly, and if we can, then we could do that. If we can't, then we'll have a meeting on the 23rd.

Ms. Burns: We could just pick up where we left off, I think rather than having to meet to do staff reports only, because we've taken care of everything else on the 23rd to have everyone come in to just hear Alan and Jan do staff reports.

Mr. Realmuto: So the intent would be to pick up where we left off with regard to those remaining items we discussed, the reason we're continuing the meeting, but then essentially, to repeat the staff reports, update, call it what you want?

Ms. Burns: We'll do the January ones on the 17th.

Mr. Realmuto: Whatever is necessary so that we could potentially cancel the subsequent meetings.

Mr. Howison: We have asked Alan to continue on to the January 23rd meeting regarding that vacuum truck. We would ask you to see if he could, perhaps, complete that by the meeting on the 17th, and then we'll give him the word prior to that, whether we are going to ask him to attend or if in his absence, perhaps, Garrett. So I'll entertain a motion to continue this meeting.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the meeting was continued to January 17, 2023 at 2:00 p.m.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

RESTAURANT LEASE AGREEMENT

BETWEEN

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT,
A FLORIDA COMMUNITY DEVELOPMENT DISTRICT,
AS LANDLORD,

AND

_____,
A _____,
AS TENANT

LOCATION:

RESTAURANT SPACE WITHIN
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE
4141 ASHTON CLUB DRIVE
LAKE WALES, FLORIDA 33859

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT (hereinafter the “Agreement”) is made and effective as of this ____ day of _____, 2023 (the “Effective Date”), between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and local unit of special-purpose government located in Polk County, Florida, hereinafter the “Landlord”, and _____, a _____, hereinafter the “Tenant”.

ARTICLE I. GENERAL AGREEMENT PROVISIONS

The terms and conditions contained in this Article I set forth certain basic terms of the Agreement and the definition of certain terms used in the Agreement.

1.1 ☐ **Premises.** That certain restaurant space (commonly referred to as the “Restaurant”) within the Lake Ashton Clubhouse (the entire clubhouse building and appurtenant areas are referred to herein collectively as the “Facility”) located at 4141 Ashton Club Drive, Lake Wales, Florida 33859, containing approximately 3,987 gross square feet of interior floor area and the outdoor patio area adjacent to the interior area, depicted on Exhibit A attached hereto (the “Premises”).

Tenant shall also have non-exclusive rights for management, oversight and provision of food and beverage service to Landlord’s ballroom facility (the “Ballroom”) and other areas of the Facility. Landlord shall be permitted to allow other vendors to manage, serve and provide food and beverage service to the Ballroom and other areas of the Facility, based on the Landlord’s sole and reasonable discretion. Except as provided herein, the terms of this Agreement apply to the Premises (inclusive of the adjacent patio area), the Ballroom and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

1.1.1 ☐ **Non-Exclusive Use of Outdoor Patio Area:** Tenant shall have non-exclusive use of the outdoor patio area under the awning during non-operational hours, and Tenant shall have exclusive use of the outdoor patio area under the awning during operational hours. Tenant shall be responsible for managing and scheduling the outdoor patio area and shall ensure shared access to the outdoor patio area and shall not restrict use or access to the outdoor patio area.

1.1.2 ☐ **Non-Exclusive Use of Pool Area:** Tenant shall have non-exclusive use of the pool area; Tenant shall provide poolside food and beverage service to the pool area during Tenant’s hours of operation.

1.1.3 ☐ **Optional Catering Rights:** Tenant may elect to provide, non-exclusive catering services to the Ballroom or other area of the Facility, and if elected, any proposed catering by Tenant shall be done with no impact on restaurant service or operations.

1.2 ☐ **Commencement Date:** For the purposes of this Agreement the “Commencement Date” shall be the date the restaurant is open for business, which shall be on or before _____, 2023.

1.3 Term. The term of this Agreement (the “Agreement Term”), unless sooner terminated as elsewhere provided in this Agreement, shall be for a period of three (3) years, beginning on the Commencement Date and terminating and expiring at 11:59 p.m. on the last day of the Agreement Term. Subject to Section 4.1 herein, Landlord and Tenant may, by mutual agreement and pursuant to a written instrument executed at least ninety (90) days prior to the expiration of the initial Agreement Term, extend the Agreement Term.

1.4 Advertising and Communications. Tenant may advertise the Restaurant and, if applicable, associated catering services to Lake Ashton residents and the surrounding communities. Tenant may utilize social media, local publications and Lake Ashton marketing communications to promote the Restaurant.

1.5 Permitted Use of the Premises. Tenant covenants and agrees that it shall, throughout the Agreement Term, continuously use and occupy the Premises solely and exclusively for the purpose of operating a restaurant facility providing food and beverages. For the purposes of this Agreement, the uses of the Premises as defined and described in this Section 1.5 shall be referred to as the “Permitted Use.”

1.6 Initial Security Deposit. Tenant shall deposit with Landlord, as security for its obligations under this Lease, the total sum of Eight Thousand and No/100 Dollars (\$8,000.00) via cashier’s check, to be paid on the date of execution of this Agreement by both parties (the “Security Deposit”). The Security Deposit shall be held in an account (with interest, if any, paid to the Landlord) controlled by the District Manager until the expiration or sooner termination of this Lease, when it shall be released and disbursed in accordance with Article XX herein.

1.7 Improvements. Tenant will timely perform its responsibilities with regard to the improvement of the Premises as set forth herein and shall pay all costs associated with its respective duties (see Article XIII for additional information).

1.8 Utilities. Landlord shall pay for water, sewer, electric and trash removal provided to the Premises except for propane gas which is provided separately to the Premises; Tenant shall arrange and pay for any propane gas and propane gas related service in any amounts necessary for Tenant to conduct operations hereunder. Tenant shall also be responsible for the cost of all telephone and internet services to the Premises. Further provisions concerning utilities are contained in Article VI herein. Tenant shall be responsible for costs associated with any unreasonable overuse of utilities during non-operational hours (i.e. lights on during non-service hours).

1.9 Taxes. At the time of the execution of this Agreement, the Premises are assessed and billed for ad valorem taxes and assessments separate and apart from the remainder of the Facility. Landlord shall be responsible for paying, before they become delinquent, ad valorem taxes and assessments, levied and assessed against the Premises during the Agreement Term by a governmental entity having jurisdiction over the Premises. Tenant shall be responsible for any and all other taxes or assessments.

1.10 ☐ Janitorial Services. Tenant shall maintain the Premises in a neat, clean and orderly fashion, in a similar quality to other first class golf club resorts in Central Florida. Tenant shall provide, at Tenant's sole expense, all janitorial services to all areas of the Premises, including any cleaning or other services required specifically to comply with applicable health code provisions. Further provisions concerning Tenant's obligations are contained in Article XV herein.

1.11 ☐ Notices:

To Landlord: Lake Ashton Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

and: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Jan Albanese Carpenter, Esq., District Counsel

To Tenant: _____

1.12 ☐ Liquor License. Tenant shall serve alcoholic beverages in support of the restaurant operation. Tenant may have exclusive rights to alcohol sales and service for catered events [TO BE DISCUSSED – BYOB? IF TENANT DOES NOT WANT TO SERVICE AN EVENT]. Tenant shall be responsible for obtaining and maintaining in good standing, for the entirety of the Agreement Term (Tenant must, at a minimum, begin the process to obtain such licenses upon the commencement of the Agreement Term), any and all permits or licenses required by any governmental authority, including, but not limited to, the Florida Department of Business and Professional Regulation – Division of Alcoholic Beverages and Tobacco, to allow Tenant to dispense and sell alcoholic beverages (to include, at a minimum, beer, wine and liquor) on the Premises and in other areas within or adjacent to the Facility. Tenant shall be responsible for any and all costs and fees whatsoever associated with the procurement or maintenance of said permits or licenses. In accordance with Section 16.2 below, Tenant shall also acquire and maintain insurance coverage relating to the dispensation and sale of alcoholic beverages.

ARTICLE II. EXHIBITS

Certain documents are attached hereto as exhibits (collectively, the “Exhibits”), and the Exhibits, together with all drawings and documents prepared pursuant thereto, are incorporated herein and by this reference made a part hereof. To the extent a conflict exists between the Exhibits and the terms of the Agreement, the terms and conditions of the Agreement shall prevail. The Exhibits consist of the following:

EXHIBIT A – Site Plan of the Premises

EXHIBIT B – Rules and Policies of the Landlord

EXHIBIT C – Landlord’s Inventory

EXHIBIT D – Major Equipment

ARTICLE III. PREMISES

3.1 ☐ Premises. The Premises are described in Section 1.1 and depicted in Exhibit A (the Ballroom and other areas of the Facility are not included as part of the Premises, unless specifically provided herein).

3.2 ☐ Use and Operation of Premises.

(a) ☐ Use of the Premises. The Premises, the Ballroom and other areas of the Facility shall be used only as set forth in Sections 1.1 and 1.5 and for such related ancillary uses as are common to a restaurant operation located within a first-class golf club resort. Except for interruptions in operations due to events of force majeure and repairs or renovations to the Premises as otherwise set forth in this Agreement, the Premises will be open for business in accordance with Section 1.5 throughout the Agreement Term.

All initial menus, merchandise, and prices offered or used by Tenant within or from the Premises shall provide a: (i) a quality level consistent and compatible with the overall image of the Restaurant, and (ii) that prices charged are commercially reasonable. Tenant shall not use, permit or suffer the use of the Premises in any manner not in keeping with the character of the Facility.

Tenant shall also have non-exclusive rights (except as limited herein) for providing food and beverage service to Landlord’s ballroom facility (the “Ballroom”) and other areas of the Facility. Landlord shall be permitted to allow other caterers to serve the Ballroom and other areas of the Facility, based on the Landlord’s sole and reasonable discretion. Except as provided herein, the terms of this Agreement shall apply to the Premises (inclusive of the adjacent patio area), the Ballroom and other areas of the Facility for the specified purpose of providing food and beverage service to these areas. [TO BE DISCUSSED]

(b) ☐ Operating Standards. Tenant shall occupy, operate and manage its business on the Premises in accordance with the professional standards for a first-class establishment or business conducting the Permitted Use. At a minimum, but without limiting the foregoing, Tenant shall occupy, operate and manage the Premises at a standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants in Central Florida.

(c) ☐ Pest and Sanitation Control. Tenant shall retain a professional pest and sanitation control service to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. Upon Landlord's request, Tenant shall provide proof to Landlord that such pest and sanitation control has occurred and is set to occur on a regular basis. If Tenant fails to maintain such pest and sanitation control adequately (as determined in Landlord's sole, reasonable discretion) or fails to provide proof within thirty (30) days of said request, Landlord may perform such work at Tenant's expense as Additional Rent, including administrative costs.

(d) ☐ Equipment Cleaning. Tenant shall have all fans and ductwork used for ventilating or expelling cooking odors and grease-contaminated air cleaned by a qualified contractor every 6 months or as frequently as needed to protect against dangerous grease accumulation. Upon Landlord's request, Tenant shall provide proof to Landlord that such cleaning has occurred. If Tenant fails to maintain such exhaust system adequately (as determined in Landlord's sole, reasonable discretion) or fails to provide proof within thirty (30) days of said request, Landlord may perform such work at Tenant's expense as Additional Rent, including administrative costs.

(e) ☐ Fire Extinguisher/Fire Suppressant System. Tenant shall have fire extinguisher and fire suppressant systems inspected semi-annually. Tenant shall provide proof to Landlord that such inspection has occurred. Upon Landlord's request, Tenant shall provide proof to Landlord that such inspection has occurred. If Tenant fails to maintain such systems adequately (as determined in Landlord's sole, reasonable discretion) or fails to provide proof within thirty (30) days of said request, Landlord may perform such work at Tenant's expense as Additional Rent, including administrative costs.

(f) ☐ Grease Removal. Tenant shall handle all removal of oil and grease. Tenant shall within thirty (30) days of the beginning of the Agreement Term and at Tenant's sole expense, enter into a service contract with a professional and licensed service provider for the periodic and regular removal of all used cooking oil from, and the cleaning of all grease traps located on, the Premises. Upon Landlord's request, Tenant shall provide proof to Landlord that such grease removal has occurred. If Tenant fails to maintain such removal adequately (as determined in Landlord's sole, reasonable discretion) or fails to provide proof within thirty (30) days of said request, Landlord may perform such work at Tenant's expense as Additional Rent, including administrative costs.

3.3 ☐ Compliance with Laws. Tenant shall at all times keep and maintain the Premises and all operations related thereto (including food and beverage service to the Ballroom and other areas of the Facility), in compliance in all material respects with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and local governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or offices, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Tenant to issue

policies of insurance covering the Premises and any business or business activity conducted thereon or therein. In the event Tenant is alleged to have violated any such rule or regulation and Tenant reasonably contests such allegation, Tenant may undertake such actions as it may reasonably elect to legally contest the same, provided Tenant shall first take such measures as may be necessary to fully protect Landlord from all loss, cost or liability arising from any potential adverse ruling in the proceeding in which the allegation is made.

Notwithstanding the generality of the foregoing, Tenant shall, at its sole expense, maintain the Premises in compliance in all respects with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans With Disabilities Act, the accessibility code(s), if any, of the State of Florida, and all regulations and guidelines promulgated under any or all of the foregoing, as the same may be amended from time to time.

The Landlord is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Tenant agrees to fully comply, at its sole expense, with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Landlord.

3.4 ☐ Public Records. Any books, documents, records, correspondence or other information kept or obtained by the Landlord or furnished by the Landlord to Tenant in connection with the services contemplated herein and/or Landlord's facilities, and any related records are property of the Landlord. Tenant agrees and acknowledges that all such books, documents, records, correspondence or other information are public records, as defined in Chapter 119, Florida Statutes. Tenant acknowledges and agrees that books, documents, records, correspondence or other information of Tenant related to this Agreement and services contemplated herein may be considered public records, and shall promptly comply with all applicable laws, rules and regulations. Tenant agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes.

3.5 ☐ Delivery of the Premises.

(a) ☐ Acceptance of the Premises. Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises on the Commencement Date. Tenant has inspected and examined the Premises and shall be conclusively deemed to have accepted the Premises, including all furnishings, fixtures and equipment and Landlord's Inventory (as defined in Section 12.2 and listed in Exhibit C), without limitation, in an "AS IS" condition.

(b) ☐ Ownership of Equipment. It is to be understood that all existing equipment and furnishings located on the Premises as of the Commencement Date (including, without limitation, all Landlord's Inventory as listed in Exhibit C), and all fixtures installed by or provided to the Tenant, either by Landlord, or by third parties at Landlord's request, are the sole properties of the Landlord. The Tenant shall have temporary charge of the existing equipment, furnishings

and fixtures for the duration of the Agreement Term. All equipment, furnishings and fixtures shall be returned to the Landlord at the conclusion, or sooner termination, of the Agreement Term in good working condition, clean, and in substantially similar condition as existed at the commencement of this Agreement, reasonable wear and tear excepted, after which time none of them may be kept by the Tenant without the express written permission of Landlord. At the end of the Agreement Term, in the event of any loss or breakage of any line item on Landlord's Inventory as listed in Exhibit C, Landlord may in its sole and reasonable discretion, require that Tenant reimburse Landlord an amount equal to the replacement cost for such lost or broken items.

3.6 Certain Easements In Favor of Tenant. Tenant shall have non-exclusive access easements, for the benefit of itself and its employees, patrons, invitees and customers, during the Agreement Term over the designated Common Areas (as defined herein) and the parking areas. In addition, subject to Landlord's prior approval, Tenant shall have a non-exclusive right of access to shafts, ducts and other similar facilities within the Common Areas for the purpose of provision of utilities and maintenance. Tenant acknowledges that the Landlord is a special purpose government and the Facility is open to the public, including the Premises.

3.7 Certain Easements in Favor of Landlord. Landlord reserves to itself the use of the exterior walls and roof and a non-exclusive easement to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires, facilities and structures as may be used for ventilation and the conveyance of utilities in and through the Premises, including air space above the ceiling and below the floor of the Premises for the common use and benefit of Landlord, Tenant or other tenants of the Facility; provided that any such installation, inspection, maintenance, use, repair and replacement shall be conducted so as to avoid unreasonable interference with Tenant's use of the Premises and without material reduction in the size or commercial value of the Premises.

3.8 Hazardous Materials and Sewage. Landlord covenants that there are no pre-existing violations of any regulations relating to the storage, release or other treatments of Hazardous Materials (as hereinafter defined) in the Facility, and the Tenant covenants that it shall not use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release or dispose of Hazardous Materials in, on or about the Premises or the groundwater thereof, in material violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Tenant shall give Landlord immediate written notice of any allegation or claim received by Tenant from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred or is threatened to occur on or about the Premises or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule or ordinance currently in existence or hereafter enacted or rendered, and shall include, without limitation, all oil, gasoline and petroleum-based substances.

Tenant shall not discharge or permit to be discharged into any sanitary sewer system or stormwater system serving the Premises, the Ballroom, the Facility, or any parking lot, roadway, undeveloped area, green space, or the like, any Hazardous Materials or toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the Permitted Use. Any

Hazardous Materials, toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Premises (collectively "Waste") shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations, or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises. All Waste which is produced in connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules, and regulations.

ARTICLE IV. TERM

4.1 ☐ Effective Date; Duration of Agreement Term. This Agreement and the obligations of the parties hereunder shall become effective upon the complete execution of this Agreement by all parties (the "Effective Date"). The Agreement Term shall be as defined and established in Section 1.3 above. At least one hundred eighty (180) days prior to the expiration of the Agreement Term, Tenant shall provide written notice to Landlord as to whether Tenant intends to (i) surrender the Premises upon the expiration of the Agreement Term, or (ii) enter into negotiations with the Landlord regarding the extension or renewal of the Agreement, with such extension agreement finalized and executed at least ninety (90) days prior to the expiration of the initial Agreement Term. Landlord's receipt of notice that the Tenant desires to negotiate an extension or renewal of the Agreement shall not bind the Landlord in any way, nor shall it preclude Landlord from seeking or negotiating agreements with other potential tenants for the lease of the Premises.

4.2 ☐ Surrender of Premises. On or before the last day of the Agreement Term or upon the sooner termination thereof, Tenant shall peaceably and quietly surrender and deliver the Premises to Landlord, in good order, clean, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Upon such event and unless otherwise provided for in this Agreement, Tenant shall have removed all inventory and trash and Tenant may at its expense remove proprietary personal property from the Premises and shall repair any damage to the Premises caused by such removal.

4.3 ☐ Holding Over. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Agreement Term or earlier termination of this Agreement without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent (as defined herein) payable under this Agreement by such tenant at sufferance shall be Five Thousand Dollars and 00/100 (\$5,000.00) per month in effect immediately prior to the expiration of the Agreement Term or earlier termination of this Agreement. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Agreement.

4.4 ☐ Safe Harbor Provision for Government Owned Facilities. Pursuant to U.S. Code Section 142(b)(1)(B), the Premises is the property of the Landlord, a local unit of special-purpose government, and Tenant hereby makes an irrevocable election (binding on Tenant and all successors in interest under the Agreement) not to claim depreciation or an investment credit with respect to the Premises. Tenant agrees that the Agreement Term is not more than eighty (80)

percent of the reasonably expected economic life of the property (as determined under Section 147(b)), and that Tenant has no option to purchase the Premises.

ARTICLE V. RENT

5.1 ☐ Base Rent. Rent shall be paid on the first day of each month as Base Rent to Landlord, beginning on the Commencement Date until the expiration of the Agreement as follows:

- (a) ☐ Initial Term (February 2023 through April 2023): \$100.00 per month
- (b) ☐ Off Season (May through October – beginning May 2023): \$1,500.00 per month
- (c) ☐ In Season (November through April – beginning November 2023): \$2,500.00 per month

Base Rent includes electric, water, trash removal, property taxes and Landlords' administrative costs. Base Rent is subject to five (5) percent increase each year.

5.2 ☐ Additional Rent; Definition of "Rent". If Landlord shall make any expenditure for which Tenant is responsible or liable under this Agreement, or if Tenant shall become obligated to Landlord under this Agreement for any sum other than as herein provided, the amount thereof plus the administrative costs of Landlord, shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Tenant to Landlord within thirty (30) days of Landlord's demand thereof, or at such other time as may be expressly provided in this Agreement for the payment of the same.

For the purposes of this Agreement, the term "Rent" shall mean and be defined as all Base Rent and Additional Rent due from Tenant to Landlord hereunder.

5.3 ☐ Late Payments. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder on or before the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the rate of eighteen percent (18%) per annum from the date such payment became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. Tenant shall, in addition to a late fee and interest, pay an administrative fee to the Landlord of One Hundred Dollars and 00/100 (\$100.00) for the handling of any check that is not honored due to insufficient funds in the account on which the instrument is drawn.

5.4 ☐ No Abatement of Rent. Except as may be expressly provided for in this Agreement, no abatement, diminution or reduction (a) of Rent, Additional Rent, charges or other compensation, or (b) of Tenant's other obligations hereunder, shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever.

5.5 Payment of Rent. Base Rent shall be paid to Landlord on the first day of each month starting on the Commencement Date. All Rent, Additional Rent, and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. If Landlord shall at any time accept any Rent, Additional Rent, or other sums or amounts after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.

5.6 Sales Tax. In addition to the Rent, Additional Rent, and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Agreement, Tenant shall also pay to Landlord, simultaneously with such payment of Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable by Tenant to Landlord.

ARTICLE VI. UTILITIES

The allocation of the costs of utilities servicing the Premises shall be as set forth in Section 1.8 above. Landlord shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities or of any air-conditioning, refrigeration, freezer or cooling system. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Tenant or entitle Tenant to terminate this Agreement. No such discontinuance, failure or interruption shall entitle Tenant to withhold any payment due under this Agreement.

ARTICLE VII. COMMON AREAS AND PARKING AREAS

7.1 Definition of "Common Areas". The term "Common Areas" refers to all improved and unimproved areas within or adjacent to the Facility that are now or hereafter made available for the general use, convenience and benefit of Landlord, Tenant, and their respective customers, patrons, employees and invitees, and the general public, as applicable. Common Areas shall include, but not be limited to, floors, ceilings, roofs, windows, driveways, service areas, loading docks, restrooms, stairways, sidewalks, curbs, landscaped areas, and similar appurtenances located within or adjacent to the Facility, but shall specifically exclude any of Landlord's amenity facilities including, but not limited to, the swimming pool, ballroom, movie theater, activity rooms, sports/fitness facilities, etc.

7.2 Use of Common Areas. Subject to the provisions of this Agreement, Tenant and its employees, customers, patrons and invitees are authorized to use the Common Areas on a non-exclusive basis for the purposes intended by Landlord. Tenant and its employees shall have the right to use the Common Areas for access to the Premises during operational hours and as

necessary to operate the business, and Tenant's customers shall have such right during all hours that Tenant is open for business.

7.3 Control of Common Areas. Landlord shall at all times have the right of determining the nature and extent of the Common Areas and parking areas, and of making such changes thereto from time to time which in its reasonable opinion are deemed to be desirable, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Areas for the purpose of expanding and/or remodeling the Facility. Except as otherwise specifically provided in this Agreement, Landlord shall at all times have the sole and exclusive control of the Common Areas and parking areas, including the right to lease space within the Common Areas to tenants for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Areas. Landlord shall also have the right at any time to exclude and restrain any person from use thereof, excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of the Facility who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto in accordance with Section 7.4. The rights of Tenant with respect to the Common Areas and parking areas shall at all times be subject to the rights of Landlord and the public, as applicable. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and Tenant shall permit the parking areas to be used only for normal parking and ingress and egress by the customers, patrons and service suppliers to and from the buildings of the Facility.

7.4 Rules and Regulations. Tenant acknowledges that Landlord is a special purpose government, subject to applicable federal, state and local laws and regulations. Landlord may, from time to time, promulgate, amend and require the observance by Tenant and the public rules, policies and regulations uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Common Areas and parking areas or any portion thereof. Such rules and regulations shall be part of the Policies, Rules and Regulations described and defined in Section 27.14 below, and may be amended and/or added by the Landlord from time to time.

7.5 Parking. Landlord shall furnish space for parking by Tenant and its customers and employees on a non-exclusive basis in common with customers and employees of other users and of Landlord. Landlord may, in the exercise of its reasonable discretion, change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes will provide parking areas substantially equivalent to those which existed prior to such change. Landlord does not guaranty the availability of parking at all times. At all times Landlord shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Facility tenants, their employees and customers and to designate discrete areas for employee parking. If Tenant or its employees fail to park their cars in the designated areas, Landlord may charge Tenant an amount established from time to time by Landlord per car per day for each day or partial day that any car is parked in any area other than designated parking areas, together with any towing charges

incurred by Landlord in removing vehicles from unauthorized locations. All amounts due under this Section shall be payable within ten (10) days after Landlord's demand.

ARTICLE VIII. MARKETING AND ADVERTISING

8.1 ☐ Signage. All signs to be placed on the exterior of the Premises (in any part of the Facility or grounds, within or outside the boundaries of the Lake Ashton community), other than those wholly within the Premises, shall be approved in advance by Landlord. Landlord will consider signage (including billboards) after a preliminary design is submitted in keeping with District standards.

8.2 ☐ No Use of Name. Tenant will not use or issue any promotional advertising, or other material using Landlord's name without first obtaining Landlord's prior written approval thereof. This provision shall not prevent Tenant from using the name "Charm City at Lake Ashton," or a substantially similar variation thereof as the name of the restaurant.

ARTICLE IX. POSSESSION AND OPERATION OF PREMISES

Duties and Prohibited Conduct. Tenant shall not use, or knowingly permit any invitee or other person to use, the Premises for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of Landlord, are inconsistent with the image of a community or senior-oriented club establishment, or for a massage parlor, adult bookstore or second-hand store or for the conduct of an auction, distress, fire, bankruptcy or going-out-of-business sale. Tenant shall not cause or permit waste to occur in the Premises, or overload any floor, or abuse the plumbing in the Premises. Tenant shall keep the Premises and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Premises (unless approved by Landlord in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Agreement or approved by the Landlord in writing: (i) Tenant shall keep no live animals of any kind in the Premises; (ii) Tenant shall not, without prior written approval from Landlord, display or sell merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises; (iii) Tenant shall not erect or install any aerial antenna or "dish" (provided other facilities are available at a reasonable cost to Tenant for the reception of programming transmitted via satellite); (iv) Tenant shall not solicit or distribute material in any manner in any of the Common Areas of the Facility; and (v) Tenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises.

ARTICLE X. TENANT'S CONDUCT OF BUSINESS.

10.1 ☐ Operating Covenants. Tenant covenants and agrees that it will, throughout the Agreement Term and without interruption (except for approved renovations with scheduled "down time"), from and after its initial opening of the Premises for business: (i) operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are un-tenantable by reason of fire or other casualty; and (ii)

maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property (defined in Section 12.1) to service and supply the usual and ordinary requirements of its customers.

Tenant acknowledges that the Facility is intended to provide only first-class service and food service for the patrons of the Facility and that Tenant will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Agreement Term, Tenant shall provide the names and contact information of the manager, assistant manager(s) and any other key employees(s) hired by Tenant (or its agents) for its business operations.

Tenant shall pay all bills and costs related to its operation of the Premises as and when they come due or shall arrange for such payment to avoid the disruption or cancellation of any utility or other services required to be paid by Tenant under this Agreement or the continuous operation of the Premises. Tenant's failure to pay or its inability to pay its vendors, shall constitute a default under this Agreement.

Tenant shall insure that the Premises are locked and safeguarded after regular business hours and shall maintain proper and appropriate staffing to safeguard the Premises throughout regular business hours.

Tenant shall abide by the non-smoking policies implemented by Landlord and Tenant's employees may be permitted to smoke only in areas designated by Landlord for employee smoking.

10.2 ☐ Personnel Dress Code. The Tenant shall ensure that employees working on the Premises shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Central Florida. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the Landlord, shall be strictly prohibited.

10.3 ☐ Patron Dress Code. The Tenant shall ensure that patrons of the Restaurant shall wear appropriate attire at all times. For indoor dining, patrons shall wear shirts at all times and shall wear footwear that conforms to appropriate attire. Tenant may establish a more stringent patron dress code suitable for the Premises if Tenant deems such necessary or prudent.

10.4 ☐ Personnel Background Checks and Conduct. Tenant shall obtain, or cause to be obtained, at its own cost for each individual Tenant employs on the Premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Tenant's industry for a high quality clubhouse restaurant. Tenant shall maintain a copy of said background check on file so long as the subject individual remains in Tenant's employ, and Tenant shall make all background checks available for Landlord's review upon request. The Tenant shall enforce strict discipline and good order among its employees on the Premises and Tenant shall be responsible for the conduct of its employees.

10.5 ☐ Change of Trade Name. Tenant may elect to change the trade name associated with the operation of the restaurant business on the Premises, but Landlord's prior written approval of any such change or use of an alternate trade name shall be required before Tenant institutes such change or use.

ARTICLE XI. TENANT'S EQUIPMENT MAINTENANCE OBLIGATION

Equipment Maintenance Obligations. Tenant shall operate and maintain, in a commercially reasonable manner, any and all of Landlord's kitchen and/or bar equipment including, but not limited to, kitchen and cooking appliances, cooking and food service equipment, ice machines, coolers, freezers, steamers and hood systems as defined in Exhibit D (the "Major Equipment"). Tenant shall be responsible for all costs and expenses associated with the maintenance and repair of the Major Equipment unless it is determined, in Landlord's reasonable discretion, that repairs to a certain piece or pieces of Major Equipment are not feasible or that such piece or pieces of Major Equipment are beyond reasonable repair. If Landlord makes such a determination, and a piece or pieces of Major Equipment need to be replaced, the Landlord shall do so at its expense. Tenant shall also, within thirty (30) days of the beginning of the Agreement Term and at Tenant's sole expense, enter into a service contract with a professional and licensed service provider for the periodic and regular removal of all used cooking oil from, and the cleaning of all grease traps located on, the Premises.

ARTICLE XII. PERSONAL PROPERTY

12.1 ☐ Tenant's Personal Property. All of Tenant's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively, the "Personal Property") must be of a quality consistent with the Facility when installed in or attached to the Premises, and any such Personal Property shall remain the property of Tenant. Provided Tenant has not failed to timely cure an Event of Default, Tenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises; provided if the Agreement is still in effect Tenant shall immediately replace the same with similar Personal Property of comparable or better quality. At Landlord's option, Landlord may require Tenant to remove any and all Personal Property from the Premises upon the expiration of the Agreement. Tenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any Personal Property.

12.2 ☐ Landlord's Personal Property. Landlord currently owns and keeps on the Premises various items of personal property, a list of which is attached hereto as Exhibit C ("Landlord's Inventory"). By executing this Agreement, Tenant specifically acknowledges that Exhibit C is a complete and accurate list of Landlord's personal property located or kept on the Premises. Landlord's Inventory is and shall at all times remain property of the Landlord. Landlord's Inventory list shall be updated at the conclusion or earlier termination of the Agreement Term hereunder, and Tenant shall be responsible, subject to Article XII herein, for the replacement/repair cost of any missing, damaged or otherwise unfit items.

ARTICLE XIII. ALTERATIONS AND IMPROVEMENTS

13.1 ☐ Tenant's Alterations. At Tenant's own expense, and after receiving prior written approval from Landlord (which may be granted or withheld in Landlord's sole discretion), Tenant may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively, the "Alterations") to the Premises as Tenant may find desirable or convenient for its purposes, provided that the value of the Premises is not thereby diminished. Tenant shall reimburse Landlord for all out-of-pocket costs and expenses (including any architect and/or engineer fees) Landlord incurs in approving or disapproving Tenant's plans for Alterations.

13.2 ☐ Tenant's Construction Requirements. All Alterations, after receiving Landlord's approval as required above, shall be made under the supervision of a competent Florida-licensed and insured contractor, architect, or Florida-registered professional engineer, as applicable, and Landlord may require that such Alterations must be made in accordance with signed and sealed plans and specifications prepared and constructed in conformity with all applicable laws, codes and regulations and industry standard structural, mechanical, electrical, design and quality standards, requirements and/or criteria. Such plans and specifications, if required by Landlord, shall be submitted to Landlord for its approval prior to commencement of the work, in accordance with such procedures as Landlord shall reasonably specify. Upon the expiration or earlier termination of this Agreement, such Alterations (unless they comprise Personal Property) shall not be removed by Tenant but shall become a part of the Premises. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Premises of any other tenant in the Facility.

ARTICLE XIV. CONTRACTORS' OR MECHANICS' LIENS

14.1 ☐ Liens, Generally. Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, within twenty (20) days following written notice from Landlord, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Tenant shall fail to comply with the foregoing provisions of this Section 14.1, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses reasonably incurred by Landlord in connection therewith, together with interest thereon, until paid.

14.2 ☐ Mechanics Liens. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements or equipment on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing

with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Tenant, Tenant shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If a lien is released, Tenant shall thereupon furnish Landlord with a written instrument of release in form for recording or filing in the appropriate office of land records of Polk County, Florida, and otherwise sufficient to establish the release as a matter of record.

14.3 Contest of Liens. Tenant may, at its option, contest the validity of any lien or claim of lien if Tenant shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Tenant shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Tenant shall, at its own expense, defend the interests of Tenant and Landlord in any and all such suits (with Tenant selecting counsel for the handling of such defense, subject to Landlord's reasonable approval); provided, however, that Landlord may, at its election, engage at its own expense its own counsel and assert its own defenses, in which event Tenant shall cooperate with Landlord and make available to Landlord all information and data which Landlord deems necessary or desirable for such defense.

14.4 Notices of Commencement of Construction. Prior to commencement by Tenant of any work on the Premises which shall have been previously permitted by Landlord as provided in this Agreement, Tenant shall record or file a notice of the commencement of such work (the "Notice of Commencement") in the public records of the Polk County, Florida, identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording or filing thereof, as aforesaid.

ARTICLE XV. REPAIRS AND MAINTENANCE

15.1 Tenant's Obligations. In addition to Tenant's equipment maintenance obligations contained in Article XII, Tenant shall at all times repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof, including all equipment, appliances and Landlord's Inventory. Tenant shall be responsible for the coordination of routine cleaning and maintenance of all Restaurant space (indoor and outdoor dining areas) and all restaurant

equipment. All replacements made by Tenant in accordance with this Section 16.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed. Tenant shall also keep, or cause to be kept, the Premises in a neat, clean and orderly condition through the provision of janitorial services as required by Section 1.10. Any non-compliance with Tenant's obligations hereunder, determined at Landlord's sole and reasonable discretion, shall be remedied at Tenant's sole expense. Tenant shall be responsible for grease trap removal and overflow.

15.2 Landlord's Obligations. Subject to Sections 7.3 and 15.1, Landlord shall repair, maintain in good and tenantable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floors) and all meters (unless installed by Tenant), pipes, conduits, equipment (including air conditioning), components and facilities that supply the Premises with utilities provided by Landlord (except as the appropriate utility company has assumed these duties); provided that Landlord shall not be required, and Tenant shall be required, to make repairs necessitated by reason of: the gross negligence or willful misconduct of Tenant and its employees and agents; or improvements to the Premises made by Tenant's contractors and service providers who are separately insured. Landlord shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Agreement expressly provides.

15.3 Right to Enter. Tenant shall permit Landlord or its authorized representatives, upon reasonable notice (except in the case of an emergency or threatened emergency or a default or threatened default under this Agreement in which case no notice shall be required), to enter the Premises at any time to inspect the same, perform periodic inspections to insure compliance under 15.1, to perform its duties under Section 15.2, and to perform any work therein that Landlord may reasonably deem necessary. No exercise by Landlord of any rights reserved in this Section 15.3 shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury or inconvenience occasioned thereby. Landlord will endeavor in good faith to exercise the foregoing right to enter when the business operated from the Premises is closed to the public.

15.4 Landlord's Liability. Landlord shall be liable for failure to keep the Premises in repair, provided Landlord is obligated to make such repairs under the terms hereof and further provided that notice of the need for repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs. Landlord shall also be liable for its gross negligence or willful misconduct in performing any repairs that Landlord undertakes hereunder. Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenants business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenants use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Agreement by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Agreement; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the

Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any goods, property or personal effects stored or placed by the Tenant or its employees in or about the Premises shall be at the sole risk of the Tenant.

15.5 ☐ Personal Property. All personal property placed or moved into the Premises above described shall be at risk of the Tenant or owner thereof and Landlord shall not be liable for any damage to said personal property or to the Tenant arising from but not limited to the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

ARTICLE XVI. INDEMNITY; INSURANCE

16.1 ☐ Indemnity. Except to the extent that the acts, omissions and other conduct of Landlord contribute to its loss or damage, as hereinafter described, Tenant shall defend, insure, indemnify and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (i) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (ii) any matter or thing arising out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Agreement to be conducted thereon, thereat, therein, or therefrom; (iii) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (iv) any contamination of the Premises, or the groundwater's thereof, arising on or after the date Tenant takes possession of the Premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any toxic or hazardous chemicals, compounds, materials or substances, whether by Tenant or by any agent or invitee of Tenant; (v) any discharge of toxic or hazardous sewage or waste materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Tenant takes possession of the Premises, whether by Tenant or by any agent of Tenant; or (vi) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's obligations under this Section 16.1 arising prior to the termination of this Agreement shall survive any such termination.

Nothing herein shall cause or be construed as a waiver of the Landlord's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16.2 ☐ Tenant's Insurance Obligation. Tenant will throughout the Agreement Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises in the amounts specified and, in the form, hereinafter provided for:

(a) ☐ Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Tenant arising from this Agreement.

(b) ☐ Excess Liability Insurance. Tenant shall also carry and maintain umbrella liability insurance with a limit of not less than \$2,000,000.00 per occurrence.

(c) ☐ Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State of Florida, and Employers' Liability coverage subject to a limit of no less than \$100,000.00 each employee, \$100,000.00 each accident, and \$500,000.00 policy limit.

(d) ☐ Liquor Liability/Dram Shop Insurance. Tenant shall provide liquor liability insurance in amounts of not less than those described in subsection 16.2(a) above relating to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Tenant and Landlord in connection with any such sales, service or consumption of alcoholic beverages.

(e) ☐ Other Insurance. In addition, Tenant shall, at Landlord's request, provide, keep and maintain in full force and affect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Agreement to be conducted by Tenant on the Premises.

(f) ☐ Form of Policies. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Florida and with a rating of at least "A-7" in Best's Key Rating Guide, or as otherwise acceptable to the Landlord. All such policies (except to the extent inconsistent with the type of policy) shall contain cross-liability endorsements and shall name Landlord, and such additional individuals or entities as Landlord shall from time to time reasonably designate, as "Additional Insureds." Executed copies of such policies of insurance or certificates thereof shall be delivered to prior to the Commencement Date and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord annually within thirty (30) days prior to the expiration of each year of the term of the Agreement. If the Tenant fails to take out or to keep in force any insurance referred to in this Article XVI, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Agreement. The Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

Notwithstanding the foregoing, Tenant may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, but in no event shall such deductibles exceed \$15,000 per incident, without Landlord's prior written consent. Tenant shall be responsible for paying any additional premiums charged by its insurer(s) for all coverage.

ARTICLE XVII. RECONSTRUCTION

17.1 ☐ Insured Casualty. If the Premises are damaged by fire or other perils covered by Landlord's insurance:

(a) ☐ Repair of Damage. As soon as is reasonably possible, but not later than one hundred eighty (180) days after the date of such damage, Landlord shall commence repair, reconstruction and restoration (collectively, "Reconstruction") of that portion of the Premises and prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect; or

(b) ☐ Damage Near End of Term. In the event of partial or total destruction of the Premises during the last one (1) year of the Agreement Term, Landlord and Tenant shall each have the option to terminate this Agreement on notice to the other of exercise thereof within thirty (30) days after such destruction.

In either event described in this Section 17.1, should the subject repairs have a material adverse impact upon the ability of Tenant to conduct its regular on-going business operations at the Premises and the repairs cannot be completed or are not reasonably capable of being completed within eighteen (18) months following the casualty or are not, in fact, completed within such eighteen (18) month period, Tenant may at its option elect to terminate the remaining Term of this Agreement on the basis set forth in Section 17.5.

17.2 ☐ Uninsured Casualty. If the Premises are damaged by any casualty not covered by the insurance or self-insurance that Landlord is required to maintain, Landlord shall have the election, and shall, within one hundred eighty (180) days following the date of such damage, give Tenant notice of Landlord's election to either: (i) to commence Reconstruction of that portion of the Premises and prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect, or (ii) not to perform such Reconstruction of such portion of the Premises, in which event this Agreement shall cease and terminate not later than sixty (60) days after Landlord's notice of its election to terminate.

17.3 ☐ Release of Liability. Upon any termination of this Agreement under any of the provisions of this Article XVII, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations which have theretofore accrued and are then unpaid. In the event of termination, Landlord and Tenant shall share in the proceeds from Tenant's insurance (including deductibles) maintained pursuant to Section 16 as their respective interests may appear.

17.4 ☐ Abatement of Rent. In the event of Reconstruction of the Premises as herein provided, Tenant shall continue the operation of its business on the Premises during any such

period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent, Taxes, Overhead Charges and Additional Rent shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Improvements, Personal Property, the building of which the Premises are a part, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement

17.5 ☐ Major Destruction. Notwithstanding of any of the foregoing provisions of this Article XVII, if the Facility is damaged to an extent of at least thirty-three and one-third percent (33-1/3%) of the Premises' full replacement cost as of the date of destruction, Landlord shall have the right to terminate this Agreement by giving notice of such termination to Tenant within ninety (90) days after such destruction.

ARTICLE XIII. MORTGAGES AND SUB-LEASING

18.1 Prohibitions.

(a) ☐ Mortgages. Tenant shall not enter into any Mortgage of its leasehold interest in the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

(b) ☐ Sub-leasing. Tenant shall not sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

ARTICLE XIX. SECURITY DEPOSIT

19.1 ☐ On or before the Effective Date, Tenant shall deposit with Landlord the sum specified in Section 1.6 as the Security Deposit hereunder. The Security Deposit shall be held by Landlord without liability for interest as security for the full and faithful performance by Tenant of all its obligations under this Agreement. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent.

19.2 ☐ If any of the Rent herein reserved or any other sum payable by Tenant to Landlord shall be overdue or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its other obligations under this Agreement, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire Security Deposit to the sums then due or past due from Tenant. Should Tenant comply with all of said obligations and promptly pay all the rents when due and all other sums payable by Tenant to Landlord, said Security Deposit shall be refunded in full to Tenant no later than thirty (30) days after Tenant has surrendered possession of the Premises to Landlord at the expiration or earlier termination of Agreement Term. If Landlord claims deductions against the Security Deposit, Landlord shall return any remaining portion to Tenant within such thirty (30) day period. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

ARTICLE XX. DEFAULTS BY TENANT; REMEDIES

20.1 ☐ Default. Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Agreement:

(a) ☐ If Tenant shall fail to pay, when due, any Rent or portion thereof, or any other sum or amount due to Landlord from Tenant hereunder, and such failure shall continue for a period of five (5) days after the date on which Landlord provides written notice to Tenant thereof.

(b) ☐ If Tenant shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Agreement, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord or, if such non-monetary default cannot reasonably be accomplished within fifteen (15) days, Tenant shall have a reasonable period of time to cure such default, provided the cure is commenced within said fifteen (15) day period and is thereafter aggressively pursued to completion by Tenant.

(c) ☐ If Tenant ceases the actual and continuous operation of the business contemplated by this Agreement to be conducted by Tenant upon the Premises (unless such cessation in operation is permitted pursuant to the terms of this Agreement). Any permitted cessation of business operations for a period exceeding five (5) days, without prior written approval of Landlord, shall constitute an Event of Default

(d) ☐ If, at any time during the Agreement Term, Tenant files in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or if, at any time during the Agreement Term, there is filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant is not dismissed within sixty (60) days following the commencement thereof.

(e) ☐ If Tenant's leasehold interest in the Premises or property therein is seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

20.2 ☐ Remedies on Default. If any Event of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(a)□ Landlord may, pursuant to written notice thereof to Tenant, terminate this Agreement and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Agreement, recover immediately from Tenant any and all Rent and other sums and damages due or in existence at the time of such termination, including, without limitation: (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any re-letting or attempted re-letting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b)□ Landlord may, pursuant to any prior notice required by law and without terminating this Agreement, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to re-let the same or any part or parts thereof and re-let or attempt to re-let the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Agreement Term), at such rents and upon such other terms and provisions as Landlord, in its sole but reasonable discretion, may deem advisable. If Landlord re-lets or attempts to re-let the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or sub-tenant is acceptable to Landlord. Upon any such re-letting, all rents received by the Landlord from such re-letting shall be applied (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such re-letting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such re-letting, (c) third, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to the Landlord, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents and other sums as the same may become due and payable hereunder. If the rents received from such re-letting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent and other sum shall otherwise become due under this Agreement, or, at the option of Landlord, at the end of the Agreement Term. In addition, Landlord shall be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Agreement other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Agreement unless a written notice of such intention shall be given to the Tenant or unless the termination of this Agreement be

decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and re-letting or attempted re-letting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Agreement or pursue any other remedy available to Landlord for Tenants previous breach of or default under this Agreement.

(c)□ Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (i) as they become due under this Agreement, taking into account that Tenant's right and option to pay the Rent hereunder in any particular year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Agreement, or (ii) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Agreement Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord hereunder, including without limitation damages for breach or default of Tenants obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Agreement shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration, as such aggregate sum then reduced to its net present value and which sum shall be offset by the net rents which can then be reasonably anticipated to accrue to Landlord during the balance of the Agreement Term by the exercise of commercially reasonable efforts by Landlord to re-lease the Premises following such termination. Landlord may then proceed to recover and collect all such net sums so sued for from Tenant by distress, levy, and execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this subparagraph (c), Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord pursuant to this Agreement, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Agreement. In addition to the remedies hereinabove specified and enumerated, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Agreement of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Agreement, even before the expiration of any notice periods provided for in this Agreement, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Agreement and in the Premises.

20.3□ Landlord May Cure Tenant Defaults. If there is an Event of Default by Tenant in the performance of any term, provision, covenant or condition on its part to be performed hereunder, Landlord may, after notice to Tenant and a reasonable time to perform after such notice (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord

is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum, or sums, together with interest thereon at the highest rate allowed under the laws of the State of Florida, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefore, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

20.4 Landlord's Lien. Landlord shall have at all times during the Agreement Term a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in Rent all other sums then due to Landlord hereunder shall first have been paid and discharged in full. Upon the occurrence of any Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property appraised, at which Landlord or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for Rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Tenant agrees to execute and deliver to Landlord from time to time during the Agreement Term such financing statements as may be required by Landlord in order to perfect the Landlord's lien provided herein or by law. Notwithstanding the foregoing, except to the extent expressly granted in Section 20.5, Landlord's lien for Rent shall not extend to intangibles, memorabilia or proprietary properties utilized in the business operated by Tenant from the Premises and shall be subordinate to any purchase money security interest granted by Tenant in the personal property utilized by Tenant in the operation of the business in the Premises.

20.5 Rights Cumulative. The rights and remedies provided and available to Landlord in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

ARTICLE XXI. DEFAULTS BY LANDLORD; REMEDIES

If Landlord neglects or fails to perform or observe any of the terms, covenants or conditions contained in this Agreement on its part to be performed or observed within thirty (30) days after Landlord's receipt of written notice from Tenant of default or, when more than thirty (30) days shall be required to cure the default, if Landlord shall fail to commence such cure within said thirty (30) day period or thereafter fail to proceed diligently to cure such default, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

ARTICLE XXII. EMINENT DOMAIN

22.1 ☐ Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Agreement to be conducted thereon, therein or therefrom so as to effectively render the Premises un-tenantable, then this Agreement and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

22.2 ☐ Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Landlord and Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Premises are not effectively rendered un-tenantable, then the Landlord and the Tenant shall promptly restore their respective remaining portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Agreement shall continue in full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

ARTICLE XXIII. SALE OR MORTGAGE BY LANDLORD

Tenant agrees that Landlord may at any time, sell or convey Landlord's interest in and to the Facility, or any part thereof, and Tenant consents to Landlord's assignment (or other conveyance) of its interest in this Agreement to a new property owner or other interest holder. From and after a sale or other conveyance of Landlord's interest in and to the Facility, or any part thereof, Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Agreement, including liability for any act, occurrence or omission of the successor Landlord occurring after such sale.

ARTICLE XXIV. ATTORNMEN

Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Agreement, to any successor of the interest of Landlord under this Agreement for the balance of the Agreement Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of Landlord's interest in the Premises, or any portion thereof, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Agreement, subject, however, to all of the terms and conditions of this Agreement. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound

by any advance Rents which may have been paid by Tenant to Landlord for more than the current period in which such Rents come due.

ARTICLE XXV. QUIET ENJOYMENT

Landlord agrees that Tenant, upon paying the rent and performing the terms, covenants and conditions of this Agreement, may quietly have, hold and enjoy the Premises from and after Landlord's delivery of the Premises to Tenant in accordance with Section 3.5 until the end of the Agreement Term, subject to the other provisions of this Agreement.

ARTICLE XXVI. NOTICES AND CONSENTS

All notices, consents, approvals, requests, demands, releases, waivers, certifications, and other communications permitted or required to be given under, or referred to in, this Agreement shall be in writing and shall be and deemed duly served or given: (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing or (ii) within five (5) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to all persons entitled to receive notice for such party pursuant to Section 1.12. Landlord and Tenant may, from time to time by written notice to the other, designate another place for receipt of future notices.

ARTICLE XXVII. MISCELLANEOUS

27.1 ☐ Waiver or Consent Limitation. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Agreement by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

27.2 ☐ Force Majeure. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant's obligations to pay Rent (except as provided in Section 17.4) or excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy or avoid such event.

27.3 ☐ Landlord Calculations, Determinations and Requirements. Whenever this Agreement contemplates that Landlord will make particular determinations, calculations, specifications, requirements, estimates or the like with respect to amounts payable by Tenant, Landlord shall make such determinations, including the amount, allocation, proration and

composition of charges and expenses, in a reasonable and equitable manner and acting in good faith.

27.4 Failure to Give Consent. If Landlord or Tenant improperly fails to give any consent or approval referred to in this Agreement, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Agreement, but in no event shall Landlord or Tenant be responsible in monetary damages for such failure to give consent.

27.5 Reasonableness. Except where expressly provided to the contrary in this Agreement, whenever this Agreement provides that a consent, approval, decision or judgment of either party is required, such consent, approval, decision or judgment will not be unreasonably withheld or delayed. There are certain provisions of this Agreement, however, in which either Landlord or Tenant may withhold its consent "in its sole discretion." These specific provisions, which may be viewed as allowing such party in such instance to deviate from a standard or reasonableness which is imposed on Landlord and Tenant in connection with other provisions of this Agreement, have been negotiated and bargained for and represent a material part of the consideration to be received by each party. The parties, bearing in mind the rights, duties and obligations of the parties to honor the implied covenants of good faith and fair dealing, have specifically negotiated for and agreed that it is the intent of the parties that Landlord or Tenant, where expressly provided, may exercise their respective consent authority pursuant to a subjective standard of sole discretion.

27.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord or any other person or entity (including Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

27.7 Severability; Construction of Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.8 Warranties. Tenant is a _____ and the person or persons executing this Agreement on behalf of Tenant hereby covenant and warrant as of the Effective Date that: (i) such _____ is duly established in and qualified to do business in the State of Florida; (ii) such _____ has paid all applicable franchise and other taxes; (iii) such entity will file or pay when due all future forms, reports, fees and other documents necessary to comply with applicable laws; (iv) the signing party to this agreement is authorized to sign for the entity.

Landlord warrants that fee simple title to the real property on which the Facility is located is vested in Landlord as of the date hereof and is not subject to any lien or other encumbrance which would adversely affect the ability of Tenant to utilize the Premises in a manner consistent with this Agreement.

27.9 ☐ Entire Agreement. This Agreement supersedes and cancels any and all previous negotiations, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Agreement. Phrases such as “including” and “for example” shall in no circumstances be construed as phrases of limitation but shall be treated as merely providing examples of the more general language which more general language shall be broadly and fairly construed.

27.10 ☐ Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Agreement for which time is a factor.

27.11 ☐ Access. Landlord and Landlord’s agents shall have the right, upon reasonable notice to Tenant (except in the case of an emergency or threatened emergency or a threatened default under this Agreement, when no notice shall be required), to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants provided that Landlord shall attempt to minimize interference with Tenant’s business. Tenant shall have access to the Premises twenty-four (24) hours per day, seven days per week.

27.12 ☐ Attorneys Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys’ fees, specifically including reasonable attorneys’ fees incurred in connection with any appeals (whether or not taxable as such by law). Landlord shall also be entitled to recover its reasonable attorneys’ fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Agreement, in any adversary proceeding, and in the preparation and filing of any proof of claim.

27.13 ☐ Brokers. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Agreement. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Agreement.

27.14 ☐ Policies, Rules and Regulations. Landlord shall, at its discretion, implement and modify from time to time during the Agreement Term policies, rules and regulations governing the conduct of persons while at the Premises and the Facility (the “Policies, Rules and Regulations”), with which Policies, Rules and Regulations Tenant will comply. Included within the Policies, Rules and Regulations may be, without limitation, provisions relating to employee and visitor parking and access to the Premises, employee grooming, behavior and wardrobe standards and minimum and maximum hours of operation. Attached as Exhibit B are the current Policies, Rules and Regulations of the Landlord. In the event of a conflict between the Policies, Rules and Regulations and this Agreement, the provisions of the Policies, Rules and Regulations shall prevail.

27.15 ☐ Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Polk County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.

27.16 ☐ Fire Extinguishers. Tenant shall, at all times and at its own cost, maintain the code-required fire extinguisher(s) on the Premises and shall maintain an annual service contract on extinguishers during the Agreement Term (including renewal options).

27.17 ☐ No Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

27.18 ☐ Employees; Independent contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Tenant or entities retained by Tenant are the sole responsibility of Tenant. Tenant shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, Tenant shall be a tenant only and not an employee of the Landlord. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Landlord and Tenant. Tenant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the Landlord.

27.19 ☐ Radon Gas. Pursuant to Florida Statutes Sections 404.056(8), Tenant is hereby notified of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit.

27.20 ☐ Affidavit of Arm's Length Transaction and Absence of Relationship Between Parties. The Parties to this Agreement agree and affirm this is an arm's length transaction. Neither Party to this Agreement is a family member, business associate, or shares a business interest (other than the Agreement described hereunder) with the other Party. The Parties further agree and acknowledge that Tenant does not have any role or relationship with or through the Landlord which would limit the ability of Landlord to exercise its rights under the Agreement.

[Signature page to follow]

SIGNATURE PAGE TO RESTAURANT LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Restaurant Lease Agreement this ____ day of _____, 2023.

LANDLORD:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: _____
Chairman/Vice-Chairman

WITNESSES:

X _____

Print: _____

X _____

Print: _____

TENANT:

_____, a _____

By: _____

Print: _____

Title: _____

EXHIBIT A

SITE PLAN OF THE PREMISES

(“Premises”, inclusive of Patio area)

DRAFT

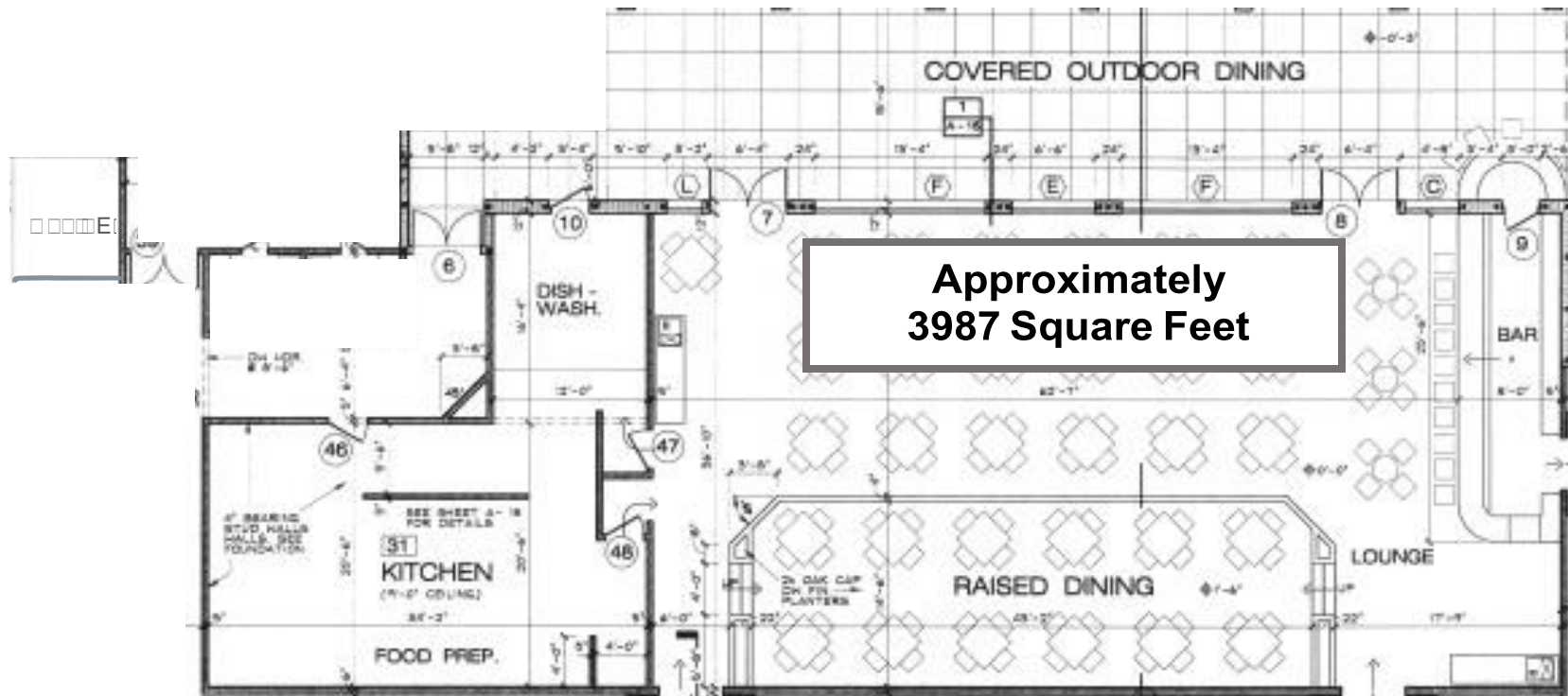


EXHIBIT B

RULES AND POLICIES OF THE LANDLORD

[See attached]

DRAFT

EXHIBIT C

LANDLORD'S INVENTORY

[See attached]

DRAFT

Restaurant Inventory

Bar Area

<u>Item Description</u>	<u>Quantity</u>
6x4 pan plastic w/lid	3
bar matt, blk, 12x12	3
bar stools	12
beer bucket	1
Bogen tuner	1
bottle spouts	18
bottle stops	25
brandy sniffers	16
champagne glass, fluted	31
chiller bucket	1
collins glasses	34
container, 2qt, rnd	1
container, plastic 4qt	2
fruit caddie condiment holders	11
fruit caddie, condiment	1
glass, wine 1 1/2z	47
glasses NA	37
hurricane glass	4
ice well pan, black	1
jiggers	4
juice/mixer containers	12
juice/mixer containers lids	13
juicer, plastic, yellow	1
lg funnel	1
lg rocks glass	48
liquor spout	43
martini glass	24
pitchers	4
portable kegarator	1
pump, preserver	2
shot glass	35
silverware tray, 4 slot	1
sink stopper	4
sm funnel	1
sm rocks glass	35
Sony 5 disc cd changer	1

Restaurant Inventory

spoon, long handle	2
spout covers	40
stella artois glass	6
strainers	5
tong, ss, sm	1
top pourers,	16
TV - 50 inch	1
TV - 75 inch	1
volume controls	2
Waring blender	1
wine keys	5
Kitchen/Dining Room	
<u>Item Description</u>	Quantity
1/12 x 2" plastic container	2
12 gal can dolly	1
12qt beverage dispenser	1
13 gal cambro container	6
13 gal drop in liner, perforated	3
14 gal can dolly	1
2 door cooler	1
2 door freezer	2
2 qt pitcher	3
22 gal cambro container	2
22qt round container	2
3 door cooler	1
4 comp silver container	2
4 qt pitcher	3
4 slot toaster	2
6' 9 shelf sheet tray rack	1
Acoustic Panels - 4x2x2 DMD 422	6
Acoustic Panels - 4x4x2 - Color Orange Cu	9
Acoustic Panels - 8x4x2	12
baine marie 3qt	1
baine marie, lg	2
baine marie, med	3
baine marie, sm	2
banquet tong	1
basket, blk, plastic	36
beverage cambro	1

Restaurant Inventory

beverage pitchers	13
booster chair	2
bowl, salad, lg white	21
bread pans	3
bread warmer	1
bulk food roll top containers	3
bus tubs	5
butane stove, click burner	1
butter wheel, ss	1
cambro 1/6x4	16
cambro 1/6x6	30
cambro 12x18x3.5	3
cambro 12x18x6	3
cambro 12x18x9	3
cambro 9x4	10
cambro food storage	4
cambro lid 1/2 sz	2
cambro lid 18x26	11
cambro lids	6
cambro lids	9
cambro, 1/2x6	3
cart, 2x2	1
cash drawers	2
cast iron skillets, sm	23
chairs	150
chairs - metal	61
chairs - metal - hi top	14
cheese grater	1
china cap	3
clip boards, mini check	15
club unsweet urn	1
club water urn	1
coffee brew baskets	1
coffee caddie	2
coffee cups	64
colander w/handle	2
colander, lg	1
colander, sm	1
condiment cooler	1

Restaurant Inventory

container, 1/6 x 6"	1
cutting board, lg	9
cutting board, sm	2
decaf coffee urn	1
deep strainer	1
dredgers	4
drink trays	12
drinking glasses	331
flour sifter	1
food container, 12qt	3
food container, 2 qt	6
food container, 4qt	2
food container, 4x6 perforated	4
food container, 6x6 perforated	5
food container, 8qt	2
food storage container 2qt	2
fork, dinner	179
Garbage can dolly	2
glass rack dolly	1
glass racks	2
half sheet tray	20
heat lamp w/board	1
high chairs	5
hot well, electric	1
ice buckets	2
ice cream scoops	6
ice scoop, lg	1
ice scoops	1
ladle, ss, various sz	12
lg S&P shakers	24
lid, ss, various	15
manual can opener	1
measure cup, 2 cp	1
metro rolling carts	2
metro shelf 6'	1
metro shelves 6'	2
mixer w/attachments	1
mixing bowl, ss lg	12
mixing bowl, ss, med	8

Restaurant Inventory

mixing bowl, ss, small	2
muffin tray, 6ct	2
muffin trays, 24ct	2
oil vinegar dressing set	1
organizer, picks	1
pitchers	2
pizza peels, ss	2
pizza peels, wood	2
pizza rocker	1
pizza screens	9
plastic lid opener	1
plate, lg round, white	58
plate, oval white sm	28
plate, oval white, lg	20
poaching pots	2
portion bag holder	1
pot lids	6
puree blender, emulsifier	1
qtr sheet tray	8
ramakins, ss	122
reg brew baskets	1
reg coffee urn	1
rice cooker	1
roasting rack 1/4 pan	1
roasting racks 1/2 pan	4
robot coupe	1
rocks glass, grey	8
rolling 2x2 cart	1
rondo	1
salad plate, sm	35
salad spinner	1
sauté pan 10"	20
sauté pan 7"	21
sauté pan 9"	5
sauté pan, 12"	7
server trays, lg oval	14
serving trays	19
sheet tray, lg	43
side plates	124

Restaurant Inventory

silverware bin, 4 section	3
silverware wash holders	2
slicer, mandoline	1
slicer, meat	1
slotted spoon	1
sm S&P shakers	48
sm tea pots	7
small side plates	85
soup bowl	35
soup crocks, hot kettle warmer	2
Spar mixer table	1
spoon, ss, lg	3
spring form pan	5
square receipt printer	2
squeeze bottles	14
ss 1/2 hotel pan 2"	2
ss 1/4 x 6" container	3
ss 1/6 pan 4"	4
ss 1/9 x 2" container	1
ss 1/9 x 4" container	6
ss 8qt bowl	1
SS black pitchers	8
ss cylinder silver holder	2
ss hotel pan 1/2 x 2"	6
ss hotel pan 1/2 x 4"	6
ss hotel pan 1/6 x 4"	30
ss hotel pan 1/6 x 6"	24
ss hotel pan 1/8 x 2	8
ss hotel pan 1/8 x 4	3
ss hotel pan 4"	2
ss hotel pan 4"x1/3	4
ss hotel pan 6"	3
ss hotel pan 6x1/3	4
ss hotel pan, full 2"	18
ss hotel pan, perforated	17
ss lid, 1/2 sz	5
ss lid, 1/9	1
ss lids 1/3	10
ss lids, 1/6	2

Restaurant Inventory

ss lids, full	1
SS Table 6'	3
steak knives	179
steamer domes, ss	2
stock pot 10qt	3
stock pot 12qt	1
stock pot, sm	4
strainer	3
table - 36"x36" square	24
table - 60" tround	2
table - metal round	12
table - metal round - hi top	3
table top scale	1
tea spoon, long	20
Thermo pro coffee maker	1
timer	1
tomato slicer	1
tongs, ss, various sz	14
tongs, various	9
trash bins	6
tray jacks	11
trimline garbage can	2
t-spoons	9
veggie peelers	3
water glass	50
wet floor sign	2
whip, lg	1
whips, med	1
Catering Storage	
<u>Item Description</u>	Quantity
1 oz disher	1
10" sauté pan, coated	3
18" rubber gloves	3
air pot	1
bar fly	4
bar shakers	5
bar strainers	4
basket, wicker, various	7
bowl bullion	18

Restaurant Inventory

bowl white, 2qt	3
bowl, 9" salad white	30
bowl, bullion	4
bowl, clear salad	12
bowl, set, glass	4
bowl, sq, white	1
bowl, white, 1qt	2
bowl, white, beveled	2
bowl, white, sq 3"	14
box openers	10
bullion spoon	120
cambro, 1qt, clear	12
cambro, 3gl	1
cambro, bev container, brwn	1
cambro, hot box	3
carafe, coffee, ss	2
carafes	6
carving forks	4
chaffer, full sz	12
chaffer, oval	1
chaffer, round	4
champagne chiller w/stand	1
champagne glass, plastic	67
champagne glass, wine 6z	13
chefs torch	1
citrus squeezer	1
click burners	11
coffee carafe	1
coffee mug, irish	88
coffee mug, white	16
coffee urn	1
container, black crock w/lid	6
crab cracker, handheld	11
cup, glass, clear 1z	13
cutting board, wood	1
decanter, 6.5z	36
disher	5
dishers	6
dredger, tall, ss	2

Restaurant Inventory

egg slicer	2
fork, dinner	144
glass, 14z, clear w/stem	24
glass, 14z, clear w/stem	36
glass, 6.5z	13
glass, brandy	8
glass, champagne	138
glass, hurricane	19
grill brick holder	1
heat resistant spatula, red	12
ice crusher	1
ice scoop holder	1
ice scoop holder, assy	1
ice scoop, ss	3
ice scoops, ss	2
ice tong	8
ladles	12
ladles	1
martini glass	92
martini glass 8.5	5
martini glass, 10z	72
Metro heated banquet cabinet	1
mug, beer glass	18
mug, coffee, irish, glass	100
pepper grinder	2
pie server, ss	4
pie server, ss	5
plate covers, ss	33
plate, 12 3/8 eggshell	48
plate, cream, plate rack	160
plate, round white 8"	150
plate, white, round	245
platter, white rectangular	3
platter, white square	4
pocket thermometers	5
ramekin 2z	8
ramekin, 12z	55
ramekin, 2oz	126
S&P shaker, glass	86

Restaurant Inventory

S&P Shaker, plastic	24
scallop tong	8
serving platter, ss	7
skimmer	1
slotted spoon, ss	5
soup plate, clear glass	356
soup spoon	25
spaghetti scoop	3
spray bottle w/trigger	10
ss ice scoop	3
ss spoon serving long	6
ss spoon, serving	5
ss spoon, serving, slotted	3
tall flute glass 6z	132
tea spoon, long	20
tear drop wine glass	82
toaster, slide down 2 pc	2
tomato corer	2
tong serving, ss	6
tong, fork/spoon combo	4
tong, plastic	9
tray, 2 tier, display	1
tray, rectangular 12"	5
tray, ss, serving	7
tray, white rectangle 12"	6
t-spoon	60
t-spoon	159
t-spoon, flat	59
utility lighter	6
vipers	3
water container, glass	2
water pitcher, clear	12
water pitcher, ss	1
whip cream dispenser, CO2	1
wire brush	1
wood tray	2
y-peeler	2
zester, handheld	1

EXHIBIT D

MAJOR EQUIPMENT

[See attached]

DRAFT

Restaurant Inventory

Major Equipment

Item Description	Serial Number
True 3 Door Refrigerator	10127494
True Single Door Freezer	9424815
True Single Door Freezer	9834625
True 2 Door Refrigerator	10064899
Hoshizaki Ice Machine and Bin in Kitchen	J04368F
Artic Walk-In Cooler	53537
Artic Walk-In Freezer	54623
Baker's Pride Pizza Oven	5.80542E+12
Anets Deep Fryer	G13HC044582
Atosa Deep Fryer	4008215091000C4040
Waring Commercial Microwave	EB00318370115B23110911
Comstock Castle Countertop Charbroiler	
Imperial 6-eye with Oven and Salamander	9412714
Comstock Castle Griddle	20171171124
Imperial Convection Oven	2592215
Artic Air 2-Door Reach In Salad Prep Table Refrigerator	H21104910
Atosa 3-Door Reach In Salad Prep Table Refrigerator	MSF8304150807C4008
Roundup Bread Warmer	15087123
Swisher Dishwasher	62491
True 2 Door Reach in Beer Cooler at Bar	9412934
True 2 Door Reach in Beer Cooler at Bar	9417320
Manitowoc Q270 Ice Machine(Bar)	20162649
Royal Gourmet Grill on Wheels	Model #GB8000

SECTION VI

SECTION A

|

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

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**JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)

EFFECTIVE DATE: JANUARY 20, 2023

In accordance with Chapter 190 of the Florida Statutes, and on January 20, 2023, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

I.□ DEFINITIONS

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, Eagles Nest, Pro Shop and the Pathways/Bridges, roadways, ponds, and other district property together with appurtenant facilities and areas.

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

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

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAII CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

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

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf Course properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“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(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

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

“Non-Resident” – shall mean any person(s) who is not a resident as defined herein and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

“Annual User Fee” – shall mean the fee established by each District for any person that is not a Resident and wishes to become a Non-Resident Member. The amount of the Annual User Fees is set forth herein, and is subject to change based on Board action.

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

“Owner” – shall mean the record owner of legal title to any Lot or Living Unit.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Districts.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

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

“Ponds” – shall mean one of the over sixty (60) bodies of water located within the Lake Ashton Community, with the exception of Lake Ashton, Rattlesnake Lake, and Hart Lake

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Clubhouse Ballroom, Reflection Garden, Card Rooms, Game Room, Cinema, Conference Rooms, HFC Community Center, Rose Garden, Catering Kitchens, Sports Court, Poker Room, Media Centers and Craft Rooms.

“Resident” – shall mean any person or persons currently residing in or owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. ☐ PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

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. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally updated rules specific to amenities solely within their respective boundaries.

III. □ AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Individuals who rent or lease a residential unit in the Districts for a period of at least 30 consecutive days may be designated by the Owner of the residential unit as the beneficial users of the Owner’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder 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 in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder 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.

During the period when a Renter/Leaseholder 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.

Owners and Non-Resident Members shall be responsible for all property damage charges incurred by themselves or their Guests/Renters/Leaseholders which remain unpaid after 60 days, following the customary billing and collection procedure established by the Districts. Owners and Non-Resident Members are responsible for the department of their respective Guests/Renters/Leaseholders.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is \$4000.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees. This payment must be paid-in-full at the time of completion of the Non-Resident 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 either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be

increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron 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 be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Registered guests over the age of eighteen (18) may use the Amenity Facilities unaccompanied by a Patron, and must sign a waiver of liability.

Patrons are responsible for ensuring that their Guests adhere to the Policies set forth herein and any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section VI – Suspension and Termination of Privileges.

IV. □ IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). 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 or additional cards.

V. □ LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal 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.

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. Owners and Non-Resident Members are responsible for any damage to equipment incurred by their Guests/Renters/Leaseholders. Patrons should contact the Activities Desk or Security to report missing or damaged equipment.

Individuals 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 Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other

activity operated, organized, arranged or sponsored by the Districts, 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 Districts, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the Districts 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 said Patron.

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.

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, athletic instruction, or lifeguard duties, 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.

VI. ☐ SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year, or longer, subject to annual review, by the Board of Supervisors and the Individual may also be required to pay restitution for any property damage or overdue fees/debts owed to either District, excluding payment of non-ad valorem assessments, or fees/debts owed to independently operated businesses such as the Clubhouse Restaurant, Eagle's Nest, or Lake Ashton Golf Club if he or she:

1. ☐ fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. ☐ submits false information on the application for a photo ID card, golf cart registration or Guest pass;
3. ☐ permits unauthorized use of a photo ID card or Guest pass;
4. ☐ exhibits unsatisfactory behavior, deportment, or appearance;
5. ☐ engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;

6. □ treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;

7. □ damages or destroys District property.

7.8. failure to pay any fees/debts owed to either District, excluding payment of non-ad valorem assessments, or fees/debts owed to independently operated businesses such as the Clubhouse Restaurant, Eagle's Nest, or Lake Ashton Golf Club.

ii. **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 section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's privileges: Please note, incidents involving the banning of pets at the Pet Play Park are covered under Section XI. – Amenity Policies – Specific Usage, number xvi. Pet Parks

1. □ First Offense – Verbal warning may be issued by Amenity Manager of such violations; the warning shall be summarized in a brief written report by Amenity Manager and kept on file in the Clubhouse and HFC.

2. □ Second Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges commencing immediately and running through closing of the following day. Written warning by Amenity Manager of continued violations sent by certified mail to the Patron, Supervisors notified, and kept on file in the Clubhouse and HFC offices.

3. □ Third Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges, commencing immediately for one (1) week. A written report will be created; a letter will be sent by certified mail to the Patron, Supervisors notified, and a copy of such letter kept on file in the Clubhouse and HFC Offices.

4. □ Fourth Offense – Automatic suspension by the Amenity Manager from specific amenities up to and including all Amenity Facilities privileges, commencing immediately for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the ~~violation occurred~~ resident resides, whichever occurs first. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to ~~both the District's~~ District's-Boards in whose boundaries the resident resides -for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Boards' approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or 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 meeting of the Board of Supervisors of the District within which the violation occurred, 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.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries ~~the violation at issue occurred~~the resident resides. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District Staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. □ RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

With the exception of designated Open Play (as defined in Section X – Amenity Policies – General Usage), reservations may be available for up to two (2) hour increments for all facilities listed in ~~the reservation~~this policy, with the exception of the Clubhouse Ballroom and HFC Community Center. These can be reserved for periods up to -four (4) hours. Longer time increments may be approved by the Amenity Manager. Amenities that have not been reserved are available for use on a first-come, first-served basis.

There are no personal standing weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Lake Ashton activities taking place within the Amenity Facilities should be open to all Lake Ashton residents and not be labeled as “private”. If the room is not reserved by a club, group or organization, tables may be individually reserved, with the understanding that the Amenity Manager may move or cancel reservations, if required, up to 48 hours prior to the reservation time.

Clubs, Groups, and organizations may make “standing” reservations. These will be reviewed semi-annually by the Amenity Manager. (Refer to section IX on what constitutes a club)

If a standing reservation made by a registered Club, Group, or Organization is cancelled or unused more than 3 times in a 6-month period then the reservation may be revoked by the Amenity Manager. This does not apply to a group going on a planned hiatus previously arranged with staff.

Reservations for commercial or profit-making purposes will be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively)

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past the scheduled start time, after which the Amenity Manager may re-assign the reservation.

VIII. □ RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, as may be amended from time to time (collectively, the “Amenity Rate Rules”).

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than 14 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 payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the “Lake Ashton Community Development District” or the “Lake Ashton II Community Development District,” as applicable.

IX. □ CLUBS, GROUPS, AND ORGANIZATIONS

Any Club, Group or Organization (collectively, “Clubs”) desiring to utilize the Amenity Facilities or District Media to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. □ Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. □ No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. □ The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. 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
4. □ Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Residents of Lake Ashton will be given priority to attend

any club activity or event. Registered guests may be invited to attend if space permits. The Amenity Manager has the right to ask registered guests and other non-residents to leave if necessary to accommodate Lake Ashton Residents.

5. ☐ Criteria for Club membership should be governed by the individual club's by-laws.
6. ☐ Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. ☐ AMENITY POLICIES – GENERAL USAGE

The following policies apply to the usage of all District Amenities and must be followed at all times. Residents of Lake Ashton will be given priority for usage of all amenities. The Amenity Manager has the right to ask registered guests and other non-residents to leave any amenity, if necessary, to accommodate Lake Ashton Residents. Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein.

Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respective, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

ADVERTISING: Advertisements for Commercial Purposes 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 Facility property unless approved, in writing, by the Amenity Manager.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LACDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured. If there isn't a liquor license holder registered with the State of Florida to serve alcoholic beverages at the Clubhouse, the Clubhouse Amenity Manager may approve consumption of alcohol for events held in the Clubhouse. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with 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 a

room in the Clubhouse. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.

In regards to LA II CDD's HFC Community Center: The HFC Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI (vi) regarding the HFC Community Center herein for more specific information regarding alcohol at the HFC Community Center.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

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 Amenity Manager (phone number Clubhouse 863-324-5457 or HFC 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.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

FIRE SAFETY: Candles, open burning or combustion of any kind are not permitted inside any Amenity Facility. Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries

GOLF CARTS:

1. ☐ Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited

to, compliance with Chapters 316 and 320, *Florida Statutes*, all traffic control devices, and local traffic laws.

2. ☐ All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at the HFC. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section X. - GOLF CARTS and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator may be asked to remove the Golf Cart from the Amenity.
3. ☐ Golf Cart operators must be at least 16 years of age on or within the Amenities. For use on the Districts' roads, golf cart operators must abide by all applicable Florida Statutes and local government regulations.
4. ☐ ~~The speed limit for golf carts is 12 MPH on or within the Amenities.~~ The speed limit for golf carts on bridges and cart paths is 12 mph.
5. ☐ Golf Carts must have street/turf tires for operation on the Golf Course turf.
6. ☐ Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. ☐ Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. ☐ The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. ☐ Equip Golf Cart with efficient brakes, reliable steering apparatus, safe street/turf tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. ☐ Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.
 - v. ☐ Make sure batteries are charged to good operating levels.
 - vi. ☐ When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
 - vii. ☐ Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
 - viii. ☐ Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
 - ix. ☐ Passengers should sit with their right hip against the right arm of the seat;
 - x. ☐ Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

GRILLS/SMOKERS: Patrons are not allowed to bring grills or smokers to the Amenity Facilities. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

LOITERING: 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.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager 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.

NOISE: The volume of live or recorded music shall not violate applicable Local Noise Ordinances.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

OPEN PLAY: ~~Certain amenities are available on a first come, first serve basis at various times. The Amenity Managers have designated specific periods for each activity when no reservations can be made.~~ No reservations are accepted during the time period listed as Open Play at the respective amenity. ~~This ensures adequate periods of time when residents can use the amenity on a first-come, first-served basis.~~ Usage during open play is limited to ~~2 hours~~ 1 hour if other Patrons are waiting.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

OVERNIGHT PARKING: There shall be no overnight parking in Amenity Facility parking lots unless authorized by the Amenity Manager.

PARKING: 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.

PETS: Pets, (with the exception of service animals, as defined by the ADA) are not permitted at Amenities Facilities with the exception of Pet Parks unless a special event allowing pets has been approved by the Amenity Manager. Pets must be leashed and under control of an adult handler at all times. Handlers are responsible for picking up after their pets and disposing of any waste in a designated pet waste receptacle ~~or outdoor dumpster.~~

PHOTOS AT EVENTS: By using District Amenities, patrons grant the District the right to use and publish photographs and/or videos in which they may be included in Lake Ashton media without their inspection or approval.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of the Amenity Manager.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area.

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

XI.□ AMENITIES POLICIES – SPECIFIC USAGE

The Clubhouse Restaurant, Eagles Nest, and Lake Ashton Golf Club are independently operated businesses and management has sole discretion on hours of operation, menu, policy creation and enforcement including denial of service to any Patron.

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i.□ BOCCE

- 1.□ Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
- 2.□ Bocce balls should not be tossed or thrown outside of the court.
- 3.□ Players on the opposite side of the playing or thrower's end should stand outside 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.
- 4.□ Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.
- 5.□ There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.

- 6.□ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

ii.□ BOWLING

- ~~1.□ The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first come basis.~~
- ~~2.1.□~~ Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
- ~~3.2.□~~ 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.
- ~~4.3.□~~ 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).
- ~~5.4.□~~ Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- ~~6.5.□~~ No food or drink is allowed in the approach area.
- ~~7.6.□~~ 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.
- ~~8.7.□~~ No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
- ~~9.8.□~~ Return all balls and shoes to racks when you have finished bowling.
- ~~10.9.□~~ Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.
- ~~11.10.□~~ There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
- ~~12.11.□~~ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iii.□ CARD ROOMS/HFC BILLIARD ROOM/CLUBHOUSE GAME ROOM/HFC POKER ROOM

- ~~1.□ Rooms are available during normal hours for Open Play, however, as many different card and billiard games are held at regularly scheduled times, you should contact Activities Office for a list of scheduled activities.~~
- ~~2.1.□~~ Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be ~~considered "open" and will be~~ made available for use by another group or individual.
- ~~3.2.□~~ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

- 4.3.□ Residents booking the Clubhouse Game Room for a Lake Ashton club, group, or organization meeting or activity should be aware that the room will still be available for Billiards play.

iv.□ CINEMA

- 1.□ Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
- 2.□ Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
- 3.□ Scheduled movies and show times are posted and subject to change.
- 4.□ Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
- 5.□ Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
- 6.□ Reservations for the Cinema shall be made through the Amenity Manager's office.
- 7.□ Contact the Amenity Manager or Staff for assistance with equipment.
- 8.□ Be sure 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.
- 9.□ Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v.□ CLUBHOUSE BALLROOM

- 1.□ 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.
- 2.□ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vi.□ CRAFT ROOMS

- 1.□ Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
- 2.□ Reservations for the Craft Rooms can be made through the Amenity Manager's office.
- 3.□ If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.

- 4. ☐ Please be courteous of others' projects and do not touch or handle them.
- 5. ☐ Guests under eighteen (18) years of age must be properly supervised by an adult.
- 6. ☐ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vii. ☐ **FITNESS CENTERS**

- 1. ☐ Fitness centers are open daily during normal operating hours.
- 2. ☐ Patrons are encouraged to receive training on the apparatus before utilizing equipment
- 3. ☐ Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
- 4. ☐ Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
- 5. ☐ Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
- 6. ☐ Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
- 7. ☐ Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
- 8. ☐ Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
- 9. ☐ Hand chalk is not permitted to be used in the District Fitness Centers.
- 10. ☐ Personal audio devices are not permitted unless they are utilized with headphones.
- 11. ☐ No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
- 12. ☐ Weights or other fitness equipment may not be removed from the District Fitness Centers.
- 13. ☐ Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- 14. ☐ Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- 15. ☐ Replace weights to their proper location after use.
- 16. ☐ 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.
- 17. ☐ Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

viii. ☐ **GOLF COURSE**

1. ☐ **Cart Paths and Bridges**

- i. ☐ All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during

hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.

- ii. ☐ To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers ("Golfers") are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. ☐ **Non-Golfers must stay on the Pathways/Bridges or Pond banks.** Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop Staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. ☐ Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
- v. ☐ Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
- vi. ☐ **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. ☐ **Golf**

- i. ☐ Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. ☐ Non-Members or Associate Members that have not checked in with the Pro Shop, and are determined to be playing golf, will be charged the published daily greens rate.
- iii. ☐ Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions. Complete Golf Course rules are available at the Pro Shop.
- iv. ☐ Golfers and Patrons are reminded that they share the Pathways/Bridges and Ponds ~~with Non-Golfersequally. Golfers do not have any higher priority for use than any Non-Golfer~~ and need to be considerate in allowing use by all Lake Ashton Community members.

ix. ☐ **HFC COMMUNITY CENTER**

- 1. ☐ Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity

Manager with 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 HFC Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.

- 2. ☐ 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 Amenities 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.
- 3. ☐ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

x. ☐ HORSESHOES

- 1. ☐ Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
- 2. ☐ Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
- 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.

xi. ☐ INDOOR SPORTS COURTS

- 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 are 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 Districts, are permitted on the sports courts.
- 7. ☐ Guests under the age of eighteen (18) must be accompanied by an adult Patron.
- 8. ☐ Equipment must be returned to storage after use.

xii. ☐ LIBRARY/MEDIA CENTERS

1. ☐ There are two library/media centers, one in the Clubhouse and one in the HFC. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. ☐ Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. ☐ District computers and their content, 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 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.
4. ☐ It is strictly prohibited to use a District computer or wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. ☐ The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiii. ☐ LOBBY

1. ☐ The Lobby at the Clubhouse and HFC are not reservable spaces.
2. ☐ Tables can only be set up by registered Clubs, Groups, and Organizations, with prior approval from the Amenity Manager, for the purpose of selling tickets or registration for events in rooms reserved by the same group.
3. ☐ Approved vendors may also set up a table as part of a sponsorship agreement.
4. ☐ Tables must not block means of ingress/egress or access to the rest of the building.

xiv. ☐ MEDIA

1. ☐ Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. ☐ It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. ☐ Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.

4. ☐ All information included in 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.
5. ☐ The provisions hereunder regarding 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 Districts or to such publications, postings, mailings or information permitted under local, state or federal law.
6. ☐ The Districts 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.
7. ☐ Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv. ☐ PAVILION

1. ☐ Reservations can be made through the Amenities Manager's office.
2. ☐ 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. No grills or smokers are allowed inside the pavilion.
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 must be eighteen (18) years of age and older to operate the grills.
5. ☐ Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron 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. ☐ Room reservations are non-exclusive. At the amenity manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xvi. ☐ PET PARKS

1. ☐ Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. ☐ The Security Staff will unlock and lock the gates daily.

3. ☐ All pet play parks welcome all sized pets.
4. ☐ Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. ☐ Owners are liable for the actions and behavior of their pets at all times.
6. ☐ All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. ☐ All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. ☐ Aggressive or unruly pets must be leashed and removed from the parks immediately.
9. ☐ Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. ☐ All pet handlers must be at least eighteen (18) years of age.
11. ☐ No children are allowed in the parks without adult supervision.
12. ☐ Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. ☐ At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. ☐ In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. ☐ If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.
16. ☐ All pet toys should be picked up and removed when done.

xvii. ☐ PICKLEBALL

1. ☐ ~~Pickleball courts can be reserved through the Amenity Manager.~~ Non-reserved courts are available ~~for Open Play~~ on a first-come, first-served basis.
- 4.2. ☐ ~~There are Open Play times designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.~~
- 2.3. ☐ 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. Play may continue if no one is waiting.
- 3.4. ☐ 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 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.
- 4.5. ☐ Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

- ~~5.6.~~□ Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
- ~~6.7.~~□ Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
- ~~7.8.~~□ No jumping over nets.
- ~~8.9.~~□ 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.
- ~~9.10.~~□ Court hazards or damages must be immediately reported to the Amenity Manager for repair.
- ~~10.11.~~□ No temporary or permanent boundary markers or lines may be placed on the courts, other than the existing lines, unless approved in advance by the Amenity Manager.
- ~~11.12.~~□ Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
- ~~12.13.~~□ No chairs, other than those provided by the District are permitted on the courts.
- ~~13.14.~~□ Lights at the pickleball facility must be turned off after use.

xviii.□ PONDS (FISHING)

- 1.□ Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II 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.
- 2.□ No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
- 3.□ Swimming, wading, and/or pets are not allowed in any Pond.
- 4.□ The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
- 5.□ Regarding Ponds within the Districts:
 - a.□ The Districts have a “catch and release” policy for any fish caught in the Ponds because of the frequency of treatments with herbicides and fertilizers which may produce run-off into the Ponds.
 - b.□ Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xix.□ ROSE GARDEN AND OUTDOOR KITCHEN

- 1.□ The Rose Garden is furnished with tables, chairs, and grilling equipment.

- 2. ☐ If you are unsure how to operate the grills or need assistance with any equipment, please contact the HFC Amenity Manager or Staff for instructions.
- 3. ☐ Please contact the HFC Amenity Manager or Staff for assistance if equipment at the Rose Garden fails to operate properly.
- 4. ☐ Guests must be eighteen (18) years of age to operate the grills in the Rose Garden. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.
- 5. ☐ The Rose Garden and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function in the Rose Garden and fail to clean up and return it to the condition in which it was obtained may be charged a clean-up fee.
- 6. ☐ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xx. ☐ SHUFFLEBOARD

- 1. ☐ Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
- 2. ☐ Appropriate dress is required on the court. Shirts and shoes are required at all times.
- 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. ☐ Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
- 7. ☐ Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xxi. ☐ SPAS

- 1. ☐ There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- 2. ☐ Spas are open during normal operating hours.
- 3. ☐ You must be thirteen (13) years of age or older to use the spa.
- 4. ☐ Children under the age of eighteen (18) must be accompanied by an adult.
- 5. ☐ Maximum capacity is seven (7) people.
- 6. ☐ No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool). Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
- 7. ☐ Proper swim attire (no cutoffs) must be worn. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.

- 8. ☐ Personal audio devices and televisions are not permitted unless they are utilized with headphones.
- 9. ☐ Individuals with open sores should not use the spa.
- 10. ☐ The Amenity Manager will control whether swimming is permitted in inclement weather, and the spa facility may be closed or opened at their discretion. If the lightning alarm sounds, all Patrons must evacuate the spa immediately
- 11. ☐ Patrons must comply with posted signage in addition to the rules listed above.

xxii. ☐ SWIMMING POOLS

- 1. ☐ The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
- 2. ☐ There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- 3. ☐ All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
- 4. ☐ Use of the swimming pools is permitted only during designated hours.
- 5. ☐ Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
- 6. ☐ Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
- 7. ☐ Guests under eighteen (18) years of age must be accompanied by an adult at all times
- 8. ☐ Proper swim attire (no cutoffs) must be worn in the pool.
- 9. ☐ 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.
- 10. ☐ Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
- 11. ☐ The changing of diapers or clothes is not allowed poolside.
- 12. ☐ Showers are required before entering the pool.
- 13. ☐ No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- 14. ☐ Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
- 15. ☐ 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.
- 16. ☐ No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
- 17. ☐ Personal audio devices and televisions are not permitted unless they are equipped with headphones and utilized for scheduled activities.
- 18. ☐ 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.
- 19. ☐ Pool entrances must be kept clear at all times.
- 20. ☐ No swinging on ladders, fences, or railings is allowed.

- 21. ☐ Pool furniture is not to be removed from the pool area.
- 22. ☐ No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
- 23. ☐ Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
- 24. ☐ No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
- 25. ☐ The Districts are not responsible for lost or stolen items.
- 26. ☐ Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
- 27. ☐ Individuals with open sores should not use the pool.
- 28. ☐ If the lightning alarm sounds, all Patrons must evacuate the pool immediately.
- 29. ☐ Patrons must comply with posted signage in addition to the rules listed above.

xxiii. ☐ TENNIS COURTS

- 1. ☐ ~~Tennis courts can be reserved through the Amenity Manager.~~ Non-reserved courts are available ~~for Open Play~~ on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with 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. Play may continue if no one is waiting.
- 2. ☐ 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 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.
- 3. ☐ Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- 4. ☐ Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
- 5. ☐ Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
- 6. ☐ No jumping over nets.
- 7. ☐ 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.
- 8. ☐ Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
- 9. ☐ Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).

10. ☐ No temporary or permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines, unless approved in advance by the Amenity Manager.
11. ☐ Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
12. ☐ No chairs, other than those provided by the District, are permitted on the courts.
13. ☐ Lights at the tennis facility must be turned off after use.
14. ☐ A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.
15. ☐ Reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time at this amenity. When multiple group activities are scheduled, please be courteous of others.

xxiv. ☐ WILDLIFE

1. ☐ When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals ("Wildlife"):
 - i. ☐ Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. ☐ Never leave small children unattended.
 - iii. ☐ Never feed wild animals, or leave food/garbage unattended.
 - iv. ☐ Wildlife is likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. ☐ The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
3. ☐ Please visit the Florida Fish and Wildlife Conservation Commission's website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

XII. USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the Districts and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature

arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

XIV. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies.

SECTION B



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Lake Ashton Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

Lake Ashton Community Development District
4141 Ashton Club Drive
Lake Wales, FL 33859

Term: January 17, 2023 to October 1, 2023

Coverage Provided by: Florida Insurance Alliance

Quote Number: WC100122530

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none">• Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none">• \$1,000,000- Each Accident• \$1,000,000- Disease- Policy Limit• \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
9015	Building or Property Management - All Other Employees	\$15,000	3.30	\$495.00
Total Manual Premium				\$495.00
Increased ELL 1M/1M/1M				\$120.00
				\$615.00
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$615.00
Expense Constant				\$160.00
Terrorism				\$1.50
Policy Total				\$559.00

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

FLORIDA WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
01/03/2023

PRODUCER PHONE (A/C, No, Ext): (407) 401-7171 FAX (A/C, No): Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		COMPANY FIA WC		UNDERWRITER	
		APPLICANT NAME - INCLUDE ALL SUBSIDIARIES & DBA'S TO BE INCLUDED IN COVERAGE, ALONG WITH THEIR FEIN Lake Ashton Community Development District			
		MAILING ADDRESS (INCLUDING ZIP CODE) - INCLUDE PRINCIPAL PHYSICAL LOCATION AND ALL INSURED ENTITIES c/o Government Management Services, LLC 219 E Livingston St Orlando FL 32801			
LICENSE #: CODE: SUB CODE:		YRS IN BUS	SIC CODE	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION <input type="checkbox"/> SUBCHAPTER "S" CORP <input type="checkbox"/> OTHER:
AGENCY CUSTOMER ID 00000264		FEDERAL EMPLOYER ID NUMBER 651038070		NCCI ID NUMBER OTHER RATING BUREAU ID NUMBER	

STATUS OF SUBMISSION

BILLING / AUDIT INFORMATION

<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN <input checked="" type="checkbox"/> AGENCY BILL <input type="checkbox"/> DIRECT BILL	PAYMENT PLAN <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY	<input type="checkbox"/> PREM FINANCED <input type="checkbox"/> OTHER: % DOWN:	AUDIT <input type="checkbox"/> AT EXPIRATION <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY <input type="checkbox"/> OTHER:
-------------------------------------------	---------------------------------------	----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

LOCATIONS - LIST ALL PHYSICAL LOCATIONS, INCLUDING OTHER STATES, WHETHER COVERAGE IS REQUESTED OR NOT. IF APPLICANT IS A PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY, LIST ALL CLIENT COMPANIES AND THEIR LOCATIONS

#	STREET, CITY, COUNTY, STATE, ZIP CODE
1	4141 Ashton Club Drive Lake Wales Polk FL 33859

POLICY INFORMATION

PROPOSED EFF DATE 1/17/2023		PROPOSED EXP DATE 10/01/2023		NORMAL ANNIVERSARY RATING DATE		<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING		RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) FL		PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE		PART 3 - OTHER STATES INS		DEDUCTIBLE		OTHER COVERAGES <input type="checkbox"/> U.S.L. & H. <input type="checkbox"/> VOLUNTARY COMPENSATION <input checked="" type="checkbox"/> Acquisition	
DIVIDEND PLAN / SAFETY GROUP		ADDITIONAL COMPANY INFORMATION							

RATING INFORMATION

CHECK HERE IF LIST OF ADDITIONAL CLASS CODES ATTACHED

LOC	CLASS CODE	COM-PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ACTUAL REMUNERATION PAST 12 MONTHS	ESTIMATED REMUNERATION FOR NEXT POLICY PERIOD	RATE	ESTIMATED ANNUAL PREMIUM
1	9015		Building or Property Management - All Other Employees		15,000		3.30	495.00

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS

		FACTOR	FACTORED PREMIUM
TOTAL			\$ 120.00
			\$
EXPERIENCE MODIFICATION	1.0		\$
MODIFIED PREMIUM			\$
PREMIUM DISCOUNT			\$
EXPENSE CONSTANT	N/A		\$ 160.00
TOTAL ESTIMATED ANNUAL PREMIUM			\$ 776.50
MINIMUM PREMIUM \$ 860.00		DEPOSIT PREMIUM	\$ 667.00

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, OWNERS TO BE INCLUDED OR EXCLUDED. (REMUNERATION TO BE INCLUDED MUST BE PART OF RATING INFORMATION SECTION.) ATTACH LIST OF ADDITIONS/EXEMPTIONS, IF ANY. PROVIDE COPIES OF EVIDENCE OF EXCLUSIONS/INCLUSIONS. DISCLOSURES OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY, AS AN ALTERNATIVE, ATTACH A COPY OF EXEMPTION OR INCLUSION FORM FILED WITH THE STATE OF FLORIDA.									
#	NAME	DATE OF BIRTH	SOCIAL SECURITY #	TITLE / RELATIONSHIP	OWNR- SHP %	DUTIES	INC / EXC	CLASS CODE	REMUNERATION
1									
2									
3									

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS							LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ACTUAL/AUDITED PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF ALL BUSINESSES, OPERATIONS AND PRODUCTS (INCLUDING OTHER STATES): MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS. IF CONTRACTOR, PROVIDE LICENSE NUMBER.

☐ PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY ☐ TEMPORARY EMPLOYMENT SERVICE

Commercial Development District

EMPLOYEES - ATTACH A LIST OF ADDITIONAL EMPLOYEE NAMES

NAME	CLASS CODE	SOCIAL SECURITY #	NAME	CLASS CODE	SOCIAL SECURITY #

ATTACH THE LAST FOUR (4) EMPLOYERS QUARTERLY REPORTS OR IRS FORM 941. PLEASE EXPLAIN IF THE EMPLOYERS QUARTERLY REPORTS OR 941 IS NOT AVAILABLE. DISCLOSURE OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, THE LATEST EMPLOYERS QUARTERLY REPORT WITH CLASS CODES ADDED CAN BE USED IN LIEU OF A SEPARATE LISTING OF EMPLOYEE NAMES, SOCIAL SECURITY NUMBER AND CLASS CODE. ANY EMPLOYEES NOT ON THE EMPLOYERS QUARTERLY REPORT SHOULD BE SHOWN SEPARATELY.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?		<input checked="" type="checkbox"/>	16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?		<input checked="" type="checkbox"/>
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		<input checked="" type="checkbox"/>	17. ANY OTHER INSURANCE WITH THIS INSURER?		<input checked="" type="checkbox"/>
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?		<input checked="" type="checkbox"/>	18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED (Last 3 years)?		<input checked="" type="checkbox"/>
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?		<input checked="" type="checkbox"/>	19. ARE EMPLOYEE HEALTH PLANS PROVIDED?		<input checked="" type="checkbox"/>
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?		<input checked="" type="checkbox"/>	20. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS / SUBSIDIARY?		<input checked="" type="checkbox"/>
6. ARE SUB-CONTRACTORS AND/OR INDEPENDENT CONTRACTORS USED?		<input checked="" type="checkbox"/>	21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		<input checked="" type="checkbox"/>
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.?		<input checked="" type="checkbox"/>	22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME?		<input checked="" type="checkbox"/>
8. IS A FORMAL SAFETY PROGRAM IN OPERATION?	<input checked="" type="checkbox"/>		23. WHAT ARE YOUR ESTIMATED ANNUAL REVENUES? \$		
9. ANY GROUP TRANSPORTATION PROVIDED?		<input checked="" type="checkbox"/>	24. IS THERE ANY CURRENT OR ANTICIPATED DEBT FOR UNPAID PREMIUMS OWED TO ANY PREVIOUS WORKERS' COMPENSATION PROVIDER?		
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?		<input checked="" type="checkbox"/>	CONTACT INFORMATION		
11. ANY PART TIME OR SEASONAL EMPLOYEES?		<input checked="" type="checkbox"/>	IN- SPECTION	PHONE: (407) 841-5524 ext: 115	
12. IS THERE ANY VOLUNTEER OR DONATED LABOR?	<input checked="" type="checkbox"/>		NAME: Jill Burns		
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?		<input checked="" type="checkbox"/>	ACCTNG RECORD	PHONE: (407) 841-5524 ext: 115	
14. DO EMPLOYEES TRAVEL OUT OF STATE?		<input checked="" type="checkbox"/>	NAME: Jill Burns		
15. ARE ATHLETIC TEAMS SPONSORED?		<input checked="" type="checkbox"/>	CLAIMS INFO	PHONE: (407) 841-5524 ext: 115	
			NAME: Jill Burns		
REMARKS					

THE FILING OF AN APPLICATION CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION PROVIDED WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS' COMPENSATION COVERAGE IS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082, S. 775.083, OR S. 775.084.

I UNDERSTAND THAT AS THE EMPLOYER,

I MUST UPDATE THE APPLICATION MONTHLY TO REFLECT ANY CHANGE IN THE REQUIRED APPLICATION INFORMATION; (THE FLORIDA WORKERS COMPENSATION CHANGE SHEET WILL BE USED FOR THIS PURPOSE.)

IF I FILE AN APPLICATION OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

I SHALL SUBMIT TO THE CARRIER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS EMPLOYERS QUARTERLY REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE CARRIER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE;

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A \$500 PAYMENT TO THE CARRIER TO DEFRAY THE COST OF THE AUDITS;

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 440.381(6), IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

FORMER NAMES AND OWNERS

FOR THE LAST 5 YEARS, LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS.

OWNERSHIP / COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION?

☐ YES ☐ NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION?

☐ YES ☐ NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES, COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP / COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE.

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER / OFFICER, AM FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO BIND THE APPLICATION.

AS AGENT / PRODUCER I HEREBY ATTEST THAT I HAVE GIVEN THE APPLICANT/SIGNATORY THE OPPORTUNITY TO READ THE APPLICATION AND I HAVE EXPLAINED ANY AND ALL QUESTIONS REGARDING THE APPLICATION. I ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

OWNER / OFFICER SIGNATURE

DATE

PRODUCER'S SIGNATURE

DATE

PRINT NAME

01/03/2023

SECTION VII

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by:
Christine Wells, Community Director

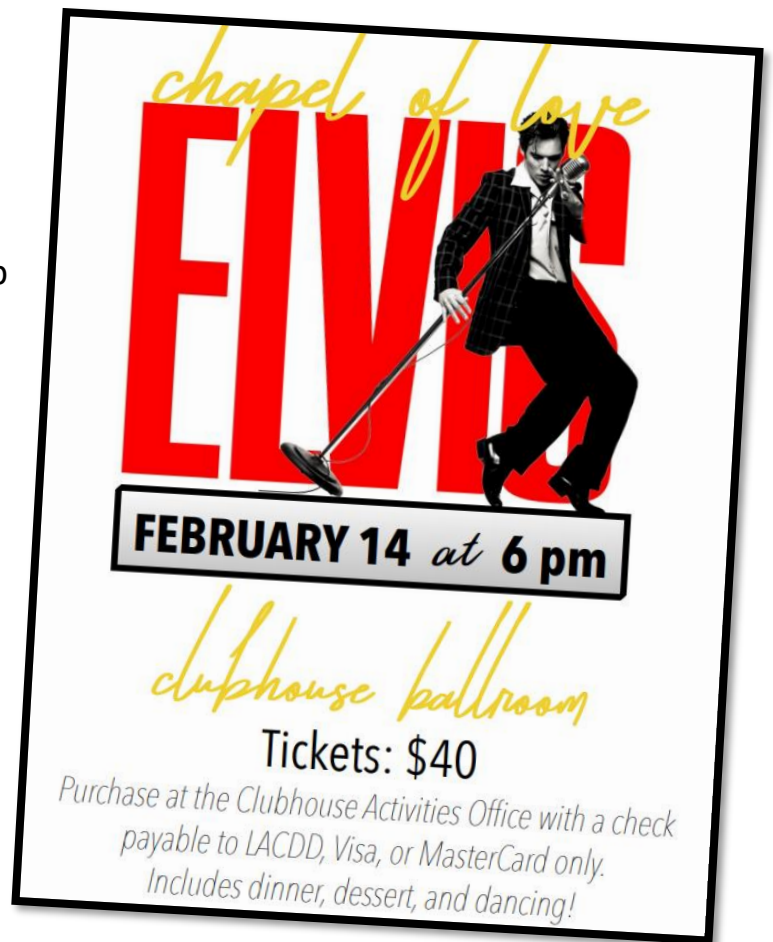
Meeting Date: January 17, 2023



Events and Activities

The following tickets are on sale this month. Staff is working on offering new and fresh activities and events for residents with the help of the Lake Ashton Activities Advisory Group.

- ☐ Chapel of Love Valentine's Day Party with Elvis
- ☐ Individual Tickets for the Entertainment Series
- ☐ Silent Disco
- ☐ Mardi Gras
- ☐ Fire of Georgia



The following events are scheduled for January and February:

- 1/18 - New Resident Social
- 1/21 - LA Cruise-In
- 1/25 - Vintage Roadshow
- 1/27 - ETS Show: The Bronx Wanderers
- 1/31 - Blue Springs Bus Trip
- 2/3 - ETS Show: Steve Solomon
- 2/7 - Chihuly Museum Bus Trip
- 2/7 - Skin Cancer Educational Q&A
- 2/8 - Hump Day Karaoke
- 2/10 - Wine Glass Painting
- 2/14 - Chapel of Love w/Elvis
- 2/17 - ETS Show: Shake Baby Shake

2/20 - Family Elder Law Boot Camp - Who Will Make My Medical Decisions?

2/21 - Mardi Gras Parti

2/24 - ETS Show: Forbidden Broadway

2/28 – Silent Disco

Restaurant Update:

- ☐ Vinyl floor cleaning is completed. This was deducted from the final invoice from Metz.
- ☐ The final invoice was paid to Metz on December 19.
- ☐ An appliance repair company is scheduled to come out the week of January 9 to evaluate the gas equipment for repairs needed.
- ☐ Quotes for various repairs and cleaning of the refrigeration equipment in the Restaurant Kitchen are included behind this report for Supervisor consideration.
- ☐ One quote has been received for repairs to the walk-in cooler floor and sub-floor. Staff is working on getting additional quotes for the repair. The quote received is included behind this report.
- ☐ Staff will be replacing broken outlet covers and touching up paint in a few areas in the dining room the week of 1/9/23.
- ☐ Staff is working on getting a quote for the replacement of the outdoor speakers on the Restaurant Patio.
- ☐ The Restaurant areas have been treated for pest.

Newsletter:



The January Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on December 30. This issue featured a cover promoting the LA Purple Stars Chili Cook-Off. The back cover highlighted the first ever Vintage Roadshow at the Clubhouse. The February *LA Times* newsletter will be distributed on **Wednesday, February 1**. Rates for advertising increased starting February 1, 2023 to keep in line with the costs associated



with printing. We also located a new printing company that will take over the printing of the LA Times starting with the February edition.

Monday Coffee:

The following featured speakers are scheduled for upcoming Monday Coffee Meetings.

- ☐ January 30: Lake Ashton Community Action Group
- ☐ February 6: ComForCare

Staff is working with a member of the Lake Ashton Community Action Group to book area representatives to discuss construction nearby.

Cost Savings Analysis:

- ☐ Contact was made with all utility companies to determine any cost savings.
 - ☐ City of Lake Wales was called to evaluate all meters for functionality.
 - ☐ A leak adjustment has been submitted for the account that services the Clubhouse due to the leak that was discovered in the Spa. It takes approximately 90 days to see a credit due to a leak adjustment. The adjustment has not been received as of 1/10/23.
 - ☐ Staff is working with the City of Lake Wales to replace the current meter that services the area along Aberdeen near the Berwick Gate with a smaller meter to save on the monthly charge in that area.
 - ☐ TECO was contacted to conduct a sales tax audit and to evaluate contracted amounts.
 - ☐ It was also discovered that we were being charged for brackets that we no longer have since switching over to single light fixtures. TECO is investigating these charges as well. Staff is also awaiting confirmation of additional tax credits for the zap cap system that is installed.
 - ☐ Staff is in the process of evaluating the internet/cable/phone bill for potential savings.
 - ☐ Staff is working with the Enterprise Manager at Spectrum to install an updated phone system that will result in cost savings and better technical support. They are scheduling a time for them to come check out our current setup to ensure the new phone system would work with our current equipment.
 - ☐ Credits have been received in the amount of \$255.09 and more credits are anticipated as we work through this account review.
- ☐ Staff has begun replacing the current non-programmable thermostats with thermostats that can be locked and programmed to save on electric costs. A total of 2 have been installed.

Other Information:

- ☐ An ad has been placed for a Facility Maintenance Worker.
- ☐ Final payment for the insurance claim for the repair of the Bowling Lanes of \$26,635.88 was mailed to an old address. It will be reissued and overnighted to the Clubhouse.
- ☐ Staff is continuing to work with the insurance adjuster on a claim for hurricane damage from Hurricane Ian. Estimates and invoices have been submitted for the repairs that are completed or pending repairs.
- ☐ **The two AEDs we have on property (1 in the Clubhouse and 1 on the Roving Security golf cart) are in need of replacing. Supplies have been backordered for about 10 months with no change in sight. Quotes were received several months ago so staff is in the process of updating them and will send out when received. It is recommended to order replacements as soon as possible.**

C and D Mobile Welding and Fabrication,
LLC
717 Euclid Avenue
FL 33853

Estimate

Date	Estimate #
1/5/2023	16

Name / Address
M.Fisher@lakcashtoncdd.com

Project

Description	Qty	Rate	Total
Labor to remove old floor and rebuild floor with aluminum channel and tread bright aluminum sheets and silicone all joints.	30	90.00	2,700.00
Materials to rebuild freezer floor at Lake Ashton Club		1,900.00	1,900.00
		Total	\$4,600.00

**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtoncdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-1
Technician Josue Melecio
Issue Date Dec 20 2022

Location Address:

4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$295.00

Description	Qty	Available Savings	Price
CHEMICAL FOAM CLEANING CONDENSER COIL(REFRIGERATION SKID) THIS IS TO REMOVE THE CONDENSER FAN MOTOR AND FAN BLADE, REMOVE ALL SHROUDS THAT COVER THE CONDENSER COIL. SPRAY WITH CHEMICAL FOAM CLEANER AND LET IT SIT SO IT BREAKS DOWN THE RESTRICTION IN THE COIL. RINSE COMPLETELY WITH WATER AND ASSEMBLE EVERYTHING BACK TO CHECK PROPER OPERATION	1	\$29.50	\$295.00
Your Price			\$295.00

Review and Sign

Sign up for a Maintenance Plan and save \$29.50

Proposal Notes:

REACH IN COOLER IN FRONT OF THE FLAT GRILL

THIS PROPOSAL IS FOR CLEANING THE CONDENSER COIL WITH CHEMICALS AND THE CONDENSER FAN BLADE AS WELL. ALSO THE DRAIN PAN HAS TO BE CLEAN AS WELL.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

*** Please note, this proposal is valid for 7 business days after the date issued***

FOR PROPOSALS ONLY - ONCE A PROPOSAL HAS BEEN ACCEPTED AND SIGNED, THE MATERIAL AND EQUIPMENT WILL BE ORDERED IMMEDIATELY. IF THE CUSTOMER CANCELS AFTER PROPOSAL HAS BEEN ACCEPTED AND SIGNED, A 15% RESTOCKING FEE WILL BE APPLIED AND INVOICED TO THE CUSTOMER.

FOR INVOICES ONLY - PAYMENT IS DUE IMMEDIATELY ON THE DAY SERVICE IS RENDERED. PAYMENT THAT HAS NOT BEEN RECEIVED IN FULL WITHIN 72 HOURS AFTER RENDERED SERVICE IS SUBJECTED TO A \$75 ADMINISTRATION FEE. ANY PAYMENT NOT RECEIVED IN FULL AFTER 25 DAYS OF SERVICE RENDERED WILL HAVE ADDITIONAL 15% FEE APPLIED TO OVERDUE BALANCE ALONG WITH THE PREVIOUS ADMINISTRATION FEE OF \$75 AND THE BALANCE WILL BE TRANSFERRED TO COLLECTIONS. IF THE ACCOUNT STAYS IN COLLECTIONS FOR MORE THAN 90-DAYS, 50% WILL BE ADDED TO THE TOTAL PRICE TO COVER COLLECTION AND ATTORNEY FEES TO MOVE THIS ACCOUNT TO COURT. IF THIS ACCOUNT GOES TO COURT, THE CUSTOMER WILL BE RESPONSIBLE FOR ALL ADDITIONAL COURT AND ATTORNEY FEES USED TO COLLECT THE INVOICED AMOUNT. UNTIL INVOICE IS PAID IN FULL, PARTS, EQUIPMENT AND MATERIALS ARE PROPERTY OF INTEGRITY REFRIGERATION AND A/C.



Image: Dec 20, 2022 11:39 AM



Image: Dec 20, 2022 11:58 AM



Image: Dec 20, 2022 11:38 AM



Image: Dec 20, 2022 11:38 AM

**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtonccdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-2
Technician Josue Melecio
Issue Date Dec 20 2022

Location Address:

4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$295.00

Description	Qty	Available Savings	Price
CHEMICAL FOAM CLEANING CONDENSER COIL(REFRIGERATION SKID) THIS IS TO REMOVE THE CONDENSER FAN MOTOR AND FAN BLADE, REMOVE ALL SHROUDS THAT COVER THE CONDENSER COIL. SPRAY WITH CHEMICAL FOAM CLEANER AND LET IT SIT SO IT BREAKS DOWN THE RESTRICTION IN THE COIL. RINSE COMPLETELY WITH WATER AND ASSEMBLE EVERYTHING BACK TO CHECK PROPER OPERATION	1	\$29.50	\$295.00

Your Price

\$295.00

Review and Sign

Sign up for a Maintenance Plan and save \$29.50

Proposal Notes:

REACH IN COOLER IN FRONT OF THE OVEN

THIS PROPOSAL IS FOR CLEANING THE CONDENSER COIL WITH CHEMICALS, THIS CONDENSER COIL IS GETTING DIRTY WITH GREASE. ALSO TO CLEAN THE CONDENSER FAN BLADE.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

*** Please note, this proposal is valid for 7 business days after the date issued***

FOR PROPOSALS ONLY - ONCE A PROPOSAL HAS BEEN ACCEPTED AND SIGNED, THE MATERIAL AND EQUIPMENT WILL BE ORDERED IMMEDIATELY. IF THE CUSTOMER CANCELS AFTER PROPOSAL HAS BEEN ACCEPTED AND SIGNED, A 15% RESTOCKING FEE WILL BE APPLIED AND INVOICED TO THE CUSTOMER.

FOR INVOICES ONLY - PAYMENT IS DUE IMMEDIATELY ON THE DAY SERVICE IS RENDERED. PAYMENT THAT HAS NOT BEEN RECEIVED IN FULL WITHIN 72 HOURS AFTER RENDERED SERVICE IS SUBJECTED TO A \$75 ADMINISTRATION FEE. ANY PAYMENT NOT RECEIVED IN FULL AFTER 25 DAYS OF SERVICE RENDERED WILL HAVE ADDITIONAL 15% FEE APPLIED TO OVERDUE BALANCE ALONG WITH THE PREVIOUS ADMINISTRATION FEE OF \$75 AND THE BALANCE WILL BE TRANSFERRED TO COLLECTIONS. IF THE ACCOUNT STAYS IN COLLECTIONS FOR MORE THAN 90-DAYS, 50% WILL BE ADDED TO THE TOTAL PRICE TO COVER COLLECTION AND ATTORNEY FEES TO MOVE THIS ACCOUNT TO COURT. IF THIS ACCOUNT GOES TO COURT, THE CUSTOMER WILL BE RESPONSIBLE FOR ALL ADDITIONAL COURT AND ATTORNEY FEES USED TO COLLECT THE INVOICED AMOUNT. UNTIL INVOICE IS PAID IN FULL, PARTS, EQUIPMENT AND MATERIALS ARE PROPERTY OF INTEGRITY REFRIGERATION AND A/C.



Image: Dec 20, 2022 11:47 AM
In front of oven



Image: Dec 20, 2022 11:46 AM
In front of oven

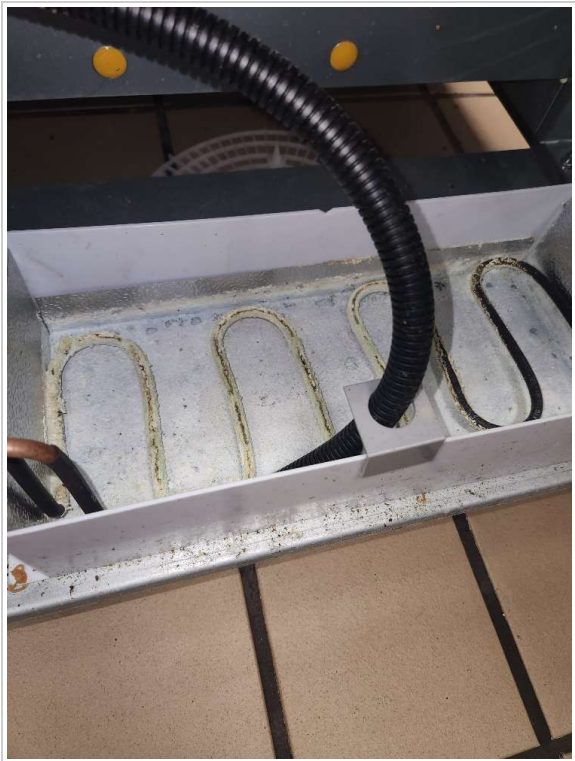


Image: Dec 20, 2022 11:46 AM
In front of oven



Image: Dec 20, 2022 11:46 AM
In front of oven



Image: Dec 20, 2022 11:46 AM
In front of oven

**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtonccdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-3
Technician YANDY SUAREZ
Issue Date Dec 20 2022

Location Address:
4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$845.00

Description	Qty	Available Savings	Price
R-134A REFRIGERANT(LB) HOOK UP GAUGES TO THE CONDENSER AND FOUND THE SYSTEM LOW ON REFRIGERANT. THIS CAUSES THE UNIT TO SEND LIQUID REFRIGERANT BACK TO THE COMPRESSOR AND CAN DAMAGE THE COMPONENTS AND COMPRESSION RINGS. BEING LOW ON REFRIGERANT WILL ALSO DECREASE THE EFFICIENCY OF THE SYSTEM AND CAUSE IT TO FREEZE UP AT THE EVAPORATOR COIL. WE USED A SCALE TO WEIGH IN THE CHARGE SO WE KNOW EXACTLY THE AMOUNT THAT WE ADDED TO THE SYSTEM. WE DIALED IN THE REFRIGERANT AMOUNT BY SUB-COOL AND SUPER-HEAT PER MANUFACTURER RECOMMENDATIONS. THE SYSTEM NOW HAS THE CORRECT AMOUNT OF REFRIGERANT.	1	\$8.50	\$85.00
FILTER LINE DRIER	1	\$7.50	\$75.00
INSTALL SERVICE PORTS(TORCH)	1	\$68.50	\$685.00
Your Price			\$845.00

Review and Sign

Sign up for a Maintenance Plan and save \$84.50

Proposal Notes:

Reach in cooler behind expo next to sink.

THIS PROPOSAL IS FOR REPLACING THE FILTER DRIER, ADDING A SERVICE PORT, PULLING A VACUUM AND ADDING ONE POUND OF R134 DUE TO THE REACH IN COOLER IS NOT REACHING TEMPERATURE DUE TO IT NOT HAVING REFRIGERANT IN THE SYSTEM. I ADDED NITROGEN INTO THE SYSTEM TO SEE IF I COULD FIND THE LEAK. THE LEAK IS ON A SERVICE VALVE AND IT NEEDS TO BE REPLACED. WE HAVE 3 HOURS OF WORK TO FIX THIS COOLER, THERE IS ALOT OF PROBLEMS ON THE SYSTEM. WE WILL PRESSURIZE THE SYSTEM WITH NITROGEN TO VERIFY THAT THE LEAK IS NO LONGER IN THE SYSTEM. WE WILL VACUUM BELOW 500 MICRON AND ADD MANUFACTURER CHARGE. THIS WILL GET THE SYSTEM RUNNING 100% AND FIX THE REFRIGERANT LOSS ISSUE

Customer Approval:

☐ **I accept this proposal and agree to the terms and conditions.**

Contract Terms:

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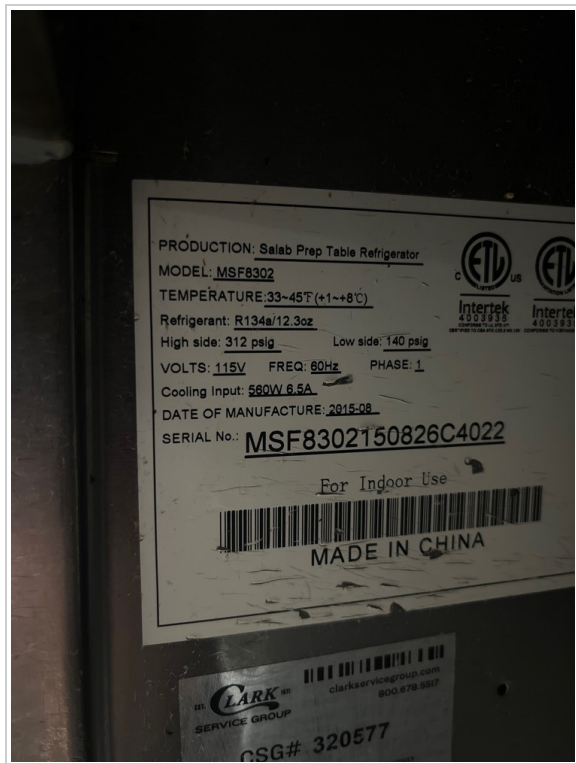


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**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtonccdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-4
Technician Vipul Patel
Issue Date Dec 20 2022

Location Address:

4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$2,095.00

Description	Qty	Available Savings	Price
INSTALL KE2 DIGITAL COMMERCIAL THERMOSTAT WITH DEFROST	1	\$89.50	\$895.00
CONDENSER CLEANING(CHEMICAL FOAM) THE CONDENSER COIL IS EXTREMELY CLOGGED(DUST,DIRT, GRASS AND HAIR) AND THE SYSTEM CAN NOT REMOVE HEAT PROPERLY. WHEN THE COIL IS CLOGGED IT HEATS UP THE OUTSIDE CONDENSER AND CAUSES THE COMPONENT TO FAIL DUE TO HEAT BUILD UP. THE SYSTEM TAKES THE HEAT FROM INSIDE THE HOUSE AND BRINGS IT OUTSIDE TO REMOVE IT. WHEN THE COIL IS CLOGGED IT CAN NOT REMOVE IT AND IT PUTS HOT REFRIGERANT BACK INTO THE SYSTEM DECREASING EFFICIENCY AND INCREASING THE LIKELY HOOD OF A BREAKDOWN. WE DISCONNECTED AND REMOVED THE FAN ASSEMBLY, REMOVE ALL SHROUDS THAT COVER THE COIL, SPRAY CHEMICAL FOAM FROM INSIDE TO OUTSIDE SO THE CHEMICAL FOAM PUSHES OUT DEBREE AND DIRT. AFTER WASHING COIL OUT COMPLETELY WITH WATER WE THEN INSTALLED THE SHROUD BACK AND CONNECT THE FAN ASSEMBLY. WE START THE SYSTEM AND VERIFY PROPER AIRFLOW WITH A CLEAN COIL.	1	\$20.00	\$200.00
EVAPORATOR COIL CLEAN (SPRAY IN PLACE)	1	\$29.50	\$295.00
EQUIPMENT, MATERIALS, PARTS, ETC WIF DOOR SELF CLOSURE IS WEAK AND DONT HOLD DOOR TIGHT WHEN CLOSED. NEED TO REPLACE IT	1	\$24.50	\$245.00
INSTALL HARD START(OEM START ASSIST) Install/Replace defective start device with new parts, Potential Relay matched to compressor size. All electrical connections are tightly secure and part is mounted to unit preventing damage caused by vibration or moisture. Start assit kit is an electrical component that is added to the system to give the compressor a boost on start up. It will reduce stress on compressor and prolong its life.	1	\$33.50	\$335.00
INSTALL OEM DUAL-RUN CAPACITOR	1	\$12.50	\$125.00
Your Price			\$2,095.00

Review and Sign

Proposal Notes:

WALK IN FREEZER. EVAPORATOR AND CONDENSER COIL CHEMICAL FOAM CLEANING IS NEEDED. THE THERMOSTAT NEEDS TO BE REPLACED AND A DIGITAL THERMOSTAT INSTALLED SO YOU CAN READ THE TEMPERATURE AND THIS COMES WITH A DEFROST CLOCK AS WELL. WE NEED TO INSTALL NEW ELECTRONIC CONTROL WITH DEFROST AND MOVE SENSING BULB IN RIGHT SPOT. EXISTING ONE IS NOT READING RETURN TEMP ACCURATELY. NEED TO REPLACE DOOR CLOSURE AS THE ONE NOW HAS LOST ITS SPRING ACTION TO KEEP DOOR TIGHT ON THE BOX. WE NEED TO REPLACE THE DUAL-RUN CAPACITOR ON THE CONDENSER AND THE HARD START AS WELL TO GET THIS SYSTEM BACK TO 100% AND HAVE THE LEAST LIKELY CHANCE OF A BREAKDOWN.

Customer Approval:

☐ **I accept this proposal and agree to the terms and conditions.**

Contract Terms:

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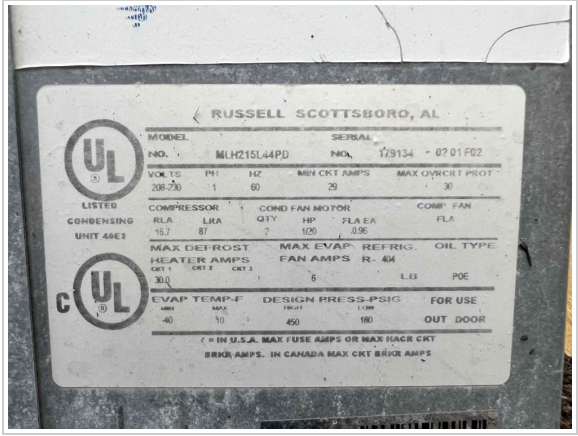


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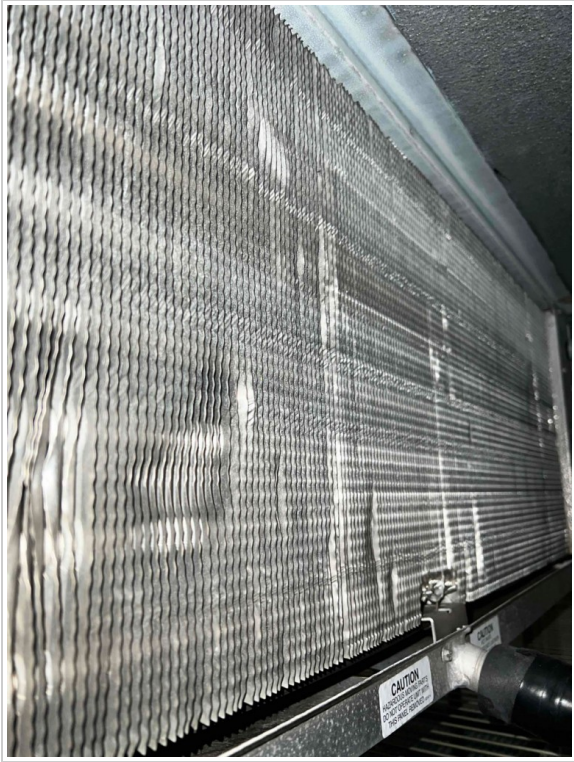


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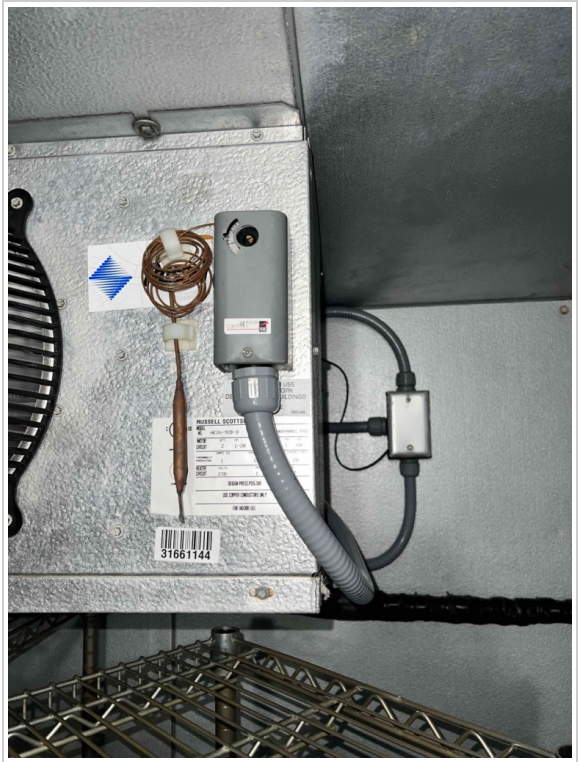


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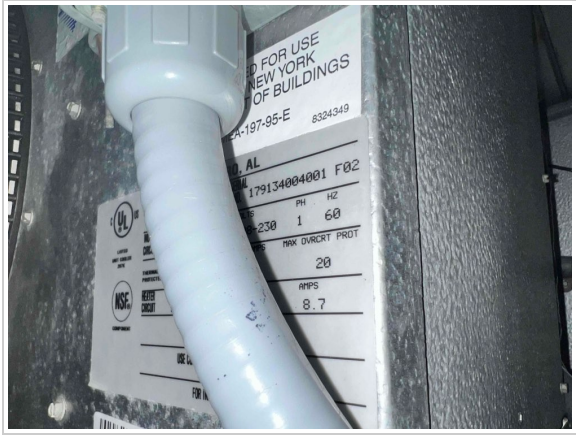


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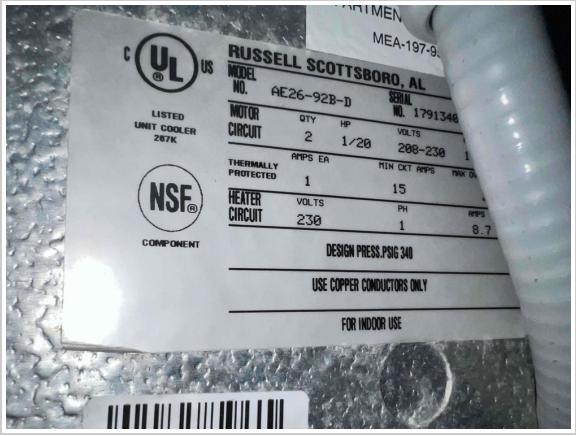


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**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:
Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-5
Technician Vipul Patel
Issue Date Dec 20 2022

Customer Contact:
M: (863) 256-9184
E: cwells@lakeashtoncdd.com

Location Address:
4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$495.00

Description	Qty	Available Savings	Price
COMMERCIAL ICE MACHINE CLEANING	1	\$49.50	\$495.00

Your Price **\$495.00**

Review and Sign

Sign up for a Maintenance Plan and save \$49.50

Proposal Notes:

FOUND THE ICE MACHINE DIRTY AND NEEDING ANNUAL ICE MACHINE MAINTENANCE. WE WILL CLEAN THE ICE MACHINE FULLY PER MANUFACTURER RECOMMENDATIONS. THIS WILL GET THE EVAPORATOR AND CONDENSER COILS CLEANED. THIS WILL GET THE MACHINE MAKING ICE AS FAST AS POSSIBLE WITH THE LEAST LIKELY CHANCE OF A BREAKDOWN.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

*** Please note, this proposal is valid for 7 business days after the date issued***

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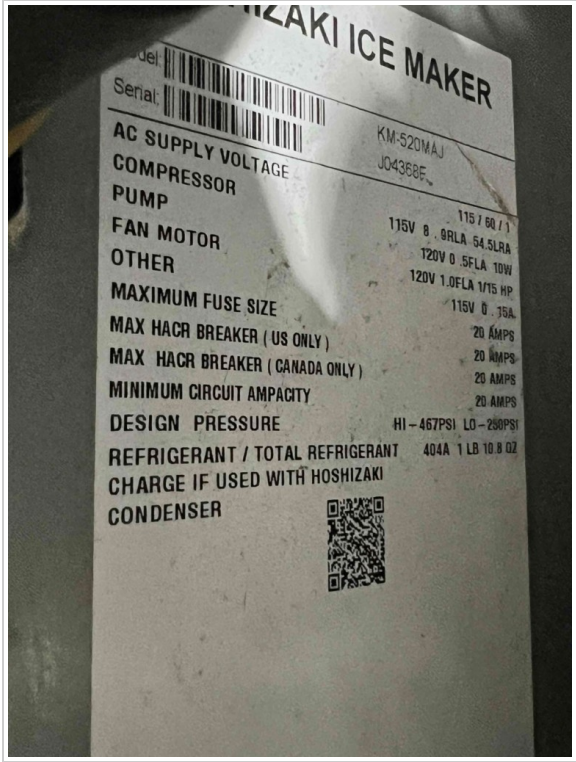


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**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtoncdd.com

Job # 3798

Job Name Inspect all systems at
the Clubhouse

Proposal # P-3798-6

Technician Vipul Patel

Issue Date Dec 20 2022

Location Address:

4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$1,960.00

Description	Qty	Available Savings	Price
COMPRESSOR REPLACEMENT	1	\$149.50	\$1,495.00
R290 Refrigerant REFRIGERANT	1		\$95.00
FILTER LINE DRIER	1	\$7.50	\$75.00
Capillary Tube OEM CAPILLARY TUBE NEEDS TO BE REPLACED DURING COMPRESSOR SWAP. FACTORY RECOMMENDATION	1		\$295.00

Your Price

\$1,960.00

Review and Sign

Sign up for a Maintenance Plan and save \$157.00

Proposal Notes:

SUCTION SIDE IS VERY HIGH. TALK TO TECHNICAL FOR FURTHER SUPPORT ON PRESSURES. COMPRESSOR VALVES ARE FAILING AND CANNOT CREATE PRESSURE DIFFERENCE AS IT COOLS DOWN. THATS INTERNAL FAILURE AND SWAP OUT IS RECOMMENDED ALONG WITH CAPILLARY TUBE AND FILTER DRYER. THEN WILL VACUUM SUSTEM DOWN TO LOW MICRONS AND WEIGH IN REFRIGERANT CHARGE.

THE COMPRESSOR HAS FAILED AND THIS COMPRESSOR NEEDS TO BE REPLACED. WE WILL CHANGE THE FILTER DRIER, CAPILLARY TUBE AND PRESSURIZE AND VACUUM PER MANUFACTURER RECOMMENDATIONS. THE COMPRESSOR IS THE HEART OF THE SYSTEM AND IS EXPENSIVE PART. THIS WILL TAKE 4-5 HOURS TO COMPLETE. WE PERFORM ALL RECOMMENDATIONS BY THE MANUFACTURER SO YOUR SYSTEM IS RUNNING AS GOOD AS POSSIBLE WITH THE LEAST LIKELY CHANCE OF A BREAKDOWN.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

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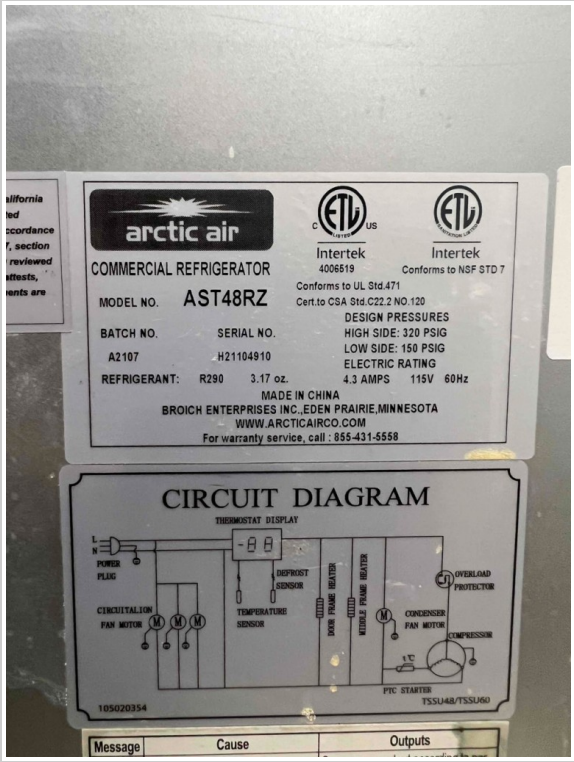


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**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtonccdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-7
Technician Billy Gregus
Issue Date Dec 20 2022

Location Address:
4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$1,530.00

Description	Qty	Available Savings	Price
EVAPORATOR COIL CLEAN (SPRAY IN PLACE)	1	\$29.50	\$295.00
INSTALL 1-STICK OF LOW-SIDE INSULATION(ARMAFLEX)	2	\$7.00	\$70.00
Spring door closer	1		\$150.00
LABOR HOUR/FIRST HOUR <small>THIS IS FOR THE FIRST HOUR OF LABOR AND INCLUDES THE SERVICE CHARGE/TRIP CHARGE. ANY ADDITIONAL HOURS WILL NOT HAVE THE SERVICE CHARGE ATTACHED.</small>	1	\$20.00	\$200.00
CHEMICAL FOAM CLEANING CONDENSER COIL(REFRIGERATION SKID) <small>THIS IS TO REMOVE THE CONDENSER FAN MOTOR AND FAN BLADE, REMOVE ALL SHROUDS THAT COVER THE CONDENSER COIL. SPRAY WITH CHEMICAL FOAM CLEANER AND LET IT SIT SO IT BREAKS DOWN THE RESTRICTION IN THE COIL. RINSE COMPLETELY WITH WATER AND ASSEMBLE EVERYTHING BACK TO CHECK PROPER OPERATION</small>	1	\$20.00	\$200.00
INSTALL OEM DUAL-RUN CAPACITOR	1	\$9.50	\$95.00
INSTALL HARD START(OEM START ASSIST) <small>Install/Replace defective start device with new parts, Potential Relay matched to compressor size. All electrical connections are tightly secure and part is mounted to unit preventing damage caused by vibration or moisture. Start assist kit is an electrical component that is added to the system to give the compressor a boost on start up. It will reduce stress on compressor and prolong its life.</small>	1	\$22.50	\$225.00
REFRIGERATION THERMOSTAT	1	\$29.50	\$295.00

Your Price

\$1,530.00

Review and Sign

Proposal Notes:

FOUND THE EVAPORATOR COIL DIRTY AND NEEDS TO BE WASHED AND CLEANED TO BRING BACK TO MANUFACTURER SPECS. LOW SIDE INSULATION NEEDS TO BE REPLACED INSIDE. THE THERMOSTAT NEEDS TO BE RELOCATED AND SENSING BULB PUT IN THE CORRECT LOCATION. THE CONDENSER COIL NEEDS TO BE CHEMICAL FOAM CLEANED AND WASHED GOOD TO GET THE COILS COMPLETELY CLEAN SO THE SYSTEM CAN REJECT HEAT PROPERLY. START ASSIST COMPONENTS FOR THE COMPRESSOR NEEDS TO BE REPLACED AS THE VALUES ARE LOW AND THAT WILL BURN UP YOUR COMPRESSOR OVER TIME. REPLACE THE DUAL-RUN CAPACITOR AND THEN WE WILL ACCESS THE REFRIGERANT PRESSURES FOR PROPER OPERATION AND COOLING. EVERYTHING IS DONE PER MANUFACTURER RECOMMENDATIONS.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

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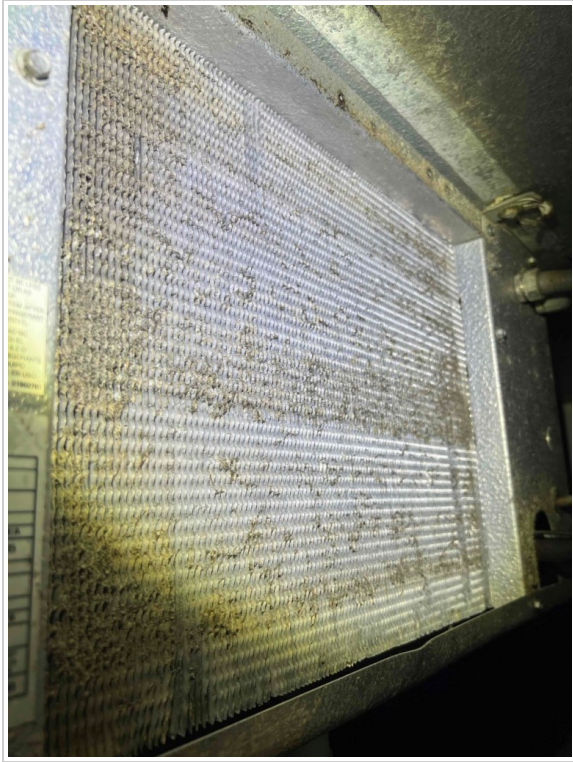


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**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtoncdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-8
Technician Vipul Patel
Issue Date Dec 20 2022

Location Address:

4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$600.00

Description	Qty	Available Savings	Price
COMMERCIAL MAINTENANCE	4	\$70.00	\$700.00
CUSTOMER LOYALTY DISCOUNT	1		\$-100.00
Retail Price			\$700.00
Discounts			(-100.00)
Your Price			\$600.00

Review and Sign

Sign up for a Maintenance Plan and save \$70.00

Proposal Notes:

THIS PROPOSAL IS FOR FOUR REACH IN BY THE ICE MACHINE. WE WILL PERFORM THE COMMERCIAL MAINTENANCE ON THE EQUIPMENT PER MANUFACTURER RECOMMENDATIONS. THIS WILL GET THE COILS CLEAN AND ALL THE ELECTRICAL COMPONENTS OPERATING AT 100%. THIS WILL KEEP THE SYSTEMS WORKING BETTER WITH LESS CHANCE OF A BREAKDOWN. THIS IS FOR PERFORMING 4 MAINTENANCES ON STAND UP COOLERS AND FREEZERS TO GET THEM WORKING NEW.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

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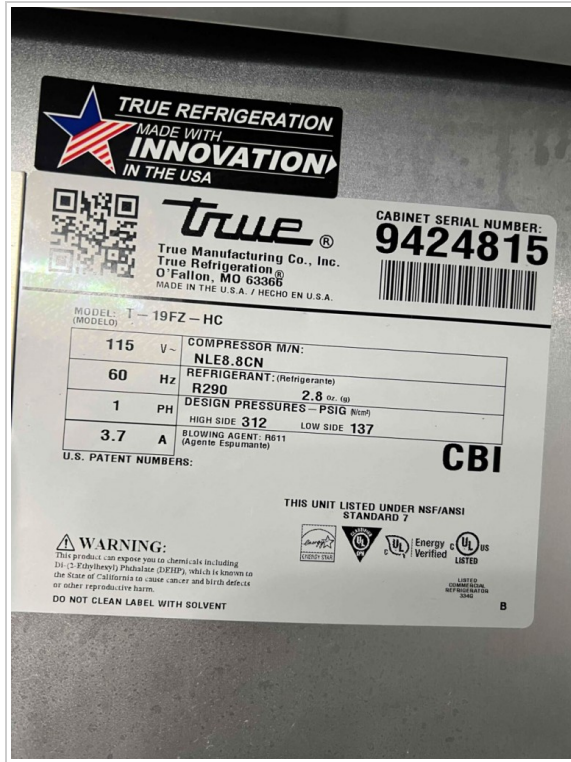


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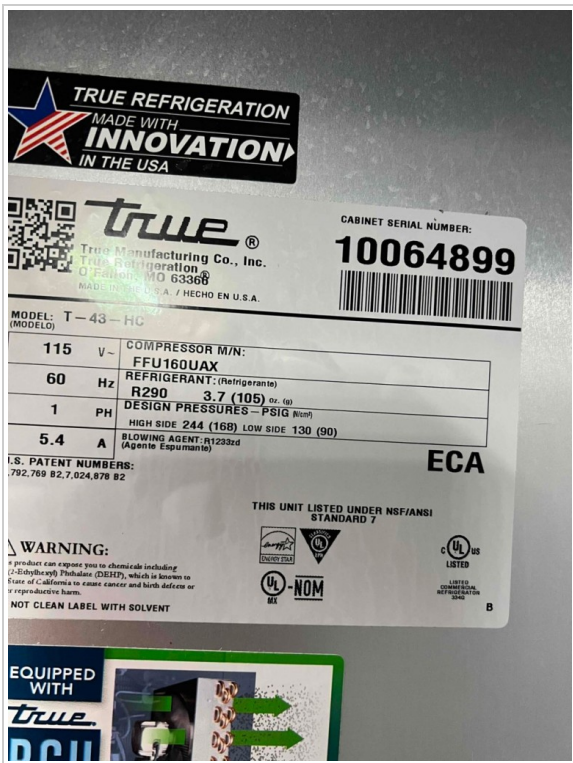


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**Integrity Refrigeration and A/C Services,
LLC**
1300 8th Street SE
Winter Haven, FL 33880



PROPOSAL

Presented to:

Lake Ashton Country Club
4141 Ashton Club Dr
Lake Wales, FL 33859

Customer Contact:

M: (863) 256-9184
E: cwells@lakeashtonccdd.com

Job # 3798
Job Name Inspect all systems at
the Clubhouse
Proposal # P-3798-9
Technician Vipul Patel
Issue Date Dec 20 2022

Location Address:

4141 Ashton Club Dr
Lake Wales, FL 33859

Your Price: \$2,290.00

Description	Qty	Price
REPLACE KEG GLYCOL BEER COOLER PUMP ASSEMBLY	1	\$995.00
GLYCOL REPLACEMENT FLUID AND WASH OUT OF SYSTEM	1	\$1,295.00
Your Price		\$2,290.00

Review and Sign

Sign up for a Maintenance Plan today!

Proposal Notes:

THIS IS TO REPLACE THE FAILING PUMP THAT IS CAUSING RESISTANCE ON THE MOTOR AND IS THE REASON THE MOTORS ARE GETTING BURNED UP. WE WILL REPLACE THE FITTINGS AND STEEL BANDS THAT SUPPORT THE PUMP. WE WILL REMOVE ALL OF THE OLD GLYCOL AND REPLACE IT WITH NEW GLYCOL AFTER WE FLUSH THE LINES AND VERIFY THAT THEY ARE COMPLETELY CLEAN. WE WILL THEN VERIFY PROPER AMP DRAW ON THE MOTOR INDICATING SMOOTH OPERATIONS AND LEAST LIKELY CHANCE OF A BREAKDOWN.

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

*** Please note, this proposal is valid for 7 business days after the date issued***

FOR PROPOSALS ONLY - ONCE A PROPOSAL HAS BEEN ACCEPTED AND SIGNED, THE MATERIAL AND EQUIPMENT WILL BE ORDERED IMMEDIATELY. IF THE CUSTOMER CANCELS AFTER PROPOSAL HAS BEEN ACCEPTED AND SIGNED, A 15% RESTOCKING FEE WILL BE APPLIED AND INVOICED TO THE CUSTOMER.

FOR INVOICES ONLY - PAYMENT IS DUE IMMEDIATELY ON THE DAY SERVICE IS RENDERED. PAYMENT THAT HAS NOT BEEN RECEIVED IN FULL WITHIN 72 HOURS AFTER RENDERED SERVICE IS SUBJECTED TO A \$75 ADMINISTRATION FEE. ANY PAYMENT NOT RECEIVED IN FULL AFTER 25 DAYS OF SERVICE RENDERED WILL HAVE ADDITIONAL 15% FEE APPLIED TO OVERDUE BALANCE ALONG WITH THE PREVIOUS ADMINISTRATION FEE OF \$75 AND THE BALANCE WILL BE TRANSFERRED TO COLLECTIONS. IF THE ACCOUNT STAYS IN COLLECTIONS FOR MORE THAN 90-DAYS, 50% WILL BE ADDED TO THE TOTAL PRICE TO COVER COLLECTION AND ATTORNEY FEES TO MOVE THIS ACCOUNT TO COURT. IF THIS ACCOUNT GOES TO COURT, THE CUSTOMER WILL BE RESPONSIBLE FOR ALL ADDITIONAL COURT AND ATTORNEY FEES USED TO COLLECT THE INVOICED AMOUNT. UNTIL INVOICE IS PAID IN FULL, PARTS, EQUIPMENT AND MATERIALS ARE PROPERTY OF INTEGRITY REFRIGERATION AND A/C.



Quote No: QN-002987

Date: 01/10/2023

AED One-Stop Shop
purchaseAEDs.com
6300 Riverside Plaza Lane NW.
Suite 100
Albuquerque, NM 87120

855-677-2337 Main Phone
888-241-7339 Fax
Orders@AEDOneStopShop.com
www.AEDOneStopShop.com

Billing Address

Lake Ashton CDD
Sheila Moreland
4141 Ashton Club Drive
Lake Wales, FL 33859
United States

Shipping Address

Lake Ashton CDD
Sheila Moreland
4141 Ashton Club Drive
Lake Wales, FL 33859
United States

Terms

NET30

Prepared By

Carol Ann Silver

Vendor Number**Expires****Shipping Method**

FedEx/UPS Ground

Comments

Trade In Post Purchase STRYKER Rebate \$250 per device for a total of \$500!

Product	Description & Notes	Quantity	Quote Price	Extended Total
LIFEPAK CR2 AED (USB, Fully-Auto, Handle)	The LIFEPAK CR2 AED includes AED, battery, adult/child electrode kit & handle. Base model AED not WIFI ready.	2.00	\$ 1,735.00	\$ 3,470.00
Red PPE AED Kit	PPE AED Kit, Red (2-tone) zippered case. Contents include: 2 pair nitrile gloves, trauma shears, razor, 2 towelettes, 2 3-ply disposable face masks	2.00	\$ 0.00	\$ 0.00
Heart Health Discount	Heart Health month discount for AED purchases.	2.00	\$ -125.00	\$ -250.00

Subtotal	\$ 3,220.00
Shipping Fee	\$ 40.00
Total Amount	\$ 3,260.00

To proceed with your order, please email your PO or signed quote to Orders@AEDOneStopShop.com or call 855-677-2337 option 3 to pay by credit card.

AED trade-in program

Philips AEDs \$250

Philips HeartStart OnSite
Philips HeartStart FRx
Philips HeartStart FR3

Competitive devices \$200

Cardiac Science® Powerheart® G3*
Cardiac Science Powerheart G3 Pro
Cardiac Science Powerheart G5
Defibtech® Lifeline
Defibtech Lifeline VIEW
ZOLL® AED Plus
ZOLL AED Pro

Stryker's devices \$250

HeartSine® samaritan® PAD 450P
HeartSine® samaritan® PAD 350/360P
LIFEPAK CR® Plus AED
LIFEPAK® 1000 defibrillator
LIFEPAK 500 AED

Other Stryker \$100

HeartSine® samaritan® PAD 300P
LIFEPAK® Express AED

*Cardiac Science G3 model number ending in "-401" or lower will qualify for \$100 rebate.

End of Life AEDs such as: WELCH ALLYN AED 10 or 20, Philips HeartStart FR1/FR2, Cardiac Science Powerheart/First Save may be returned for free disposal.

NOTE: To qualify, AED must pass a self-test and should not be physically damaged.

AED Rebate applicable to US Customers only.

Fill out the form below

Full name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone: () _____ - _____ Email: _____

Trade-in model: _____

Trade-in serial number: _____

New Stryker model: _____

New Stryker serial number: _____

Send completed coupon
with your trade-in AED to:

AED REBATE

617 Bradley Ct
Franklin, TN 37067

Please include completed coupon with your trade-in AED and ship to the address above to receive your rebate check. A rebate coupon must be filled out for each order. * Only Primary Distribution partners are authorized to process rebate on behalf of the End User. All quotes must reflect full Trade-In value offered above.

Terms and availability are subject to the audit of Serial Numbers, Quotes and Final Order Submissions. For questions, please contact distributor support at sales@aedonestopshop.com or 855.677.2337.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: HeartSine, LIFEPAK, LIFEPAK CR, samaritan, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

AED trade-in program, p. 2

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

Trade-in model: _____

Trade-in serial number: _____

New Stryker model: _____

New Stryker serial number: _____

New Stryker model: _____

New Stryker serial number: _____

New Stryker model: _____

New Stryker serial number: _____

New Stryker model: _____

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New Stryker model: _____

New Stryker serial number: _____

New Stryker model: _____

New Stryker serial number: _____

New Stryker model: _____

New Stryker serial number: _____

New Stryker model: _____

New Stryker serial number: _____

Please include completed coupon with your trade-in AED and ship to the address above to receive your rebate check. A rebate coupon must be filled out for each order. * Only Primary Distribution partners are authorized to process rebate on behalf of the End User. All quotes must reflect full Trade-In value offered above.

Terms and availability are subject to the audit of Serial Numbers, Quotes and Final Order Submissions. For questions, please contact distributor support at sales@aedonestopshop.com or 855.677.2337.

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The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



Automated External Defibrillators

3151 Executive Way
Miramar, FL 33025
1-800-884-6480

Quote
#QUO19539
01/10/2023

Bill To

Sheila Moreland
Lake Ashton CDD
219 E. Livingston St.
Orlando FL 32801
United States

Ship To

Sheila Moreland
Lake Ashton CDD
219 E. Livingston St.
Orlando FL 32801
United States

TOTAL

\$3,428.00

Expires: 02/09/2023

Expires	Exp. Close	Shipping Attention	Sales Rep	Partner	Shipping Method
02/09/2023	02/10/2023	Sheila Moreland	Gray Barnes		FedEx Ground® AA

QTY	Item	Options	Rate	Amount
2	AA-CR2-99512-001262-WC280-100		\$2,214.00	\$4,428.00
2	AA-CR2-99512-001262 LPCR2 Semi-Automatic, WIFI, English, Handle			
2	AA-AMER-SERV American AED Complimentary Items			
2	AA-AME-9110-R Fast Response Kit - Red			
2	AA-Tag Inspection Tag			
2	AA-Poster AED Poster			
4	AA-AME-6998 AED Window Decals			
2	AA-WC280 Universal Alarmed Cabinet w/Strobe Dimensions: 17.7 x 13.7 x 7.09 (pn# OBC-PAC-R)			
2	AA-WS200 Flanged Double-Sided Wall Sign			
2	AMERICAN AED LIFETIME MAINTENANCE NOTIFICATION & SUPPORT AED Maintenance Notification			
	DISCOUNT PREVENT500 at checkout and Get \$500.00 Off Per Unit		(\$1,000.00)	(\$1,000.00)

Subtotal	\$3,428.00
Shipping Costs	\$0.00
Tax Total (%)	
Total	\$3,428.00



QUO19539



Automated External Defibrillators

3151 Executive Way
Miramar, FL 33025
1-800-884-6480

Quote
#QUO19540
01/10/2023

Bill To

Sheila Moreland
Lake Ashton CDD
219 E. Livingston St.
Orlando FL 32801
United States

Ship To

Sheila Moreland
Lake Ashton CDD
219 E. Livingston St.
Orlando FL 32801
United States

TOTAL

\$2,958.00

Expires: 02/09/2023

Expires	Exp. Close	Shipping Attention	Sales Rep	Partner	Shipping Method
02/09/2023	02/10/2023	Sheila Moreland	Gray Barnes		FedEx Ground® AA

QTY	Item	Options	Rate	Amount
2	AA-PAD360P-WC280-100-A Heartsine Samaritan PAD 360P Complete AED Package		\$1,679.00	\$3,358.00
2	AA-HS-360-STR-US-10 HeartSine SAM 360P AED (Fully Automatic)-360-STR-US-10			
2	AA-Tag Inspection Tag			
2	AA-Poster AED Poster			
2	AA-AME-6998 AED Window Decals			
2	AMERICAN AED LIFETIME MAINTENANCE NOTIFICATION & SUPPORT AED Maintenance Notification			
2	AA-AME-9110-R Fast Response Kit - Red			
2	AA-WC280 Universal Alarmed Cabinet w/Strobe Dimensions: 17.7 x 13.7 x 7.09 (pn# OBC-PAC-R)			
2	AA-WS200 Flanged Double-Sided Wall Sign			
	DISCOUNT PREVENT200 at checkout and Get \$200.00 Off Per Unit		(\$400.00)	(\$400.00)

Subtotal	\$2,958.00
Shipping Costs	\$0.00
Tax Total (%)	
Total	\$2,958.00



QUO19540

SECTION D



Lake Ashton Community Development District Operations Manager Report

DATE: January 17, 2023

FROM: Matthew Fisher
Operations Manager

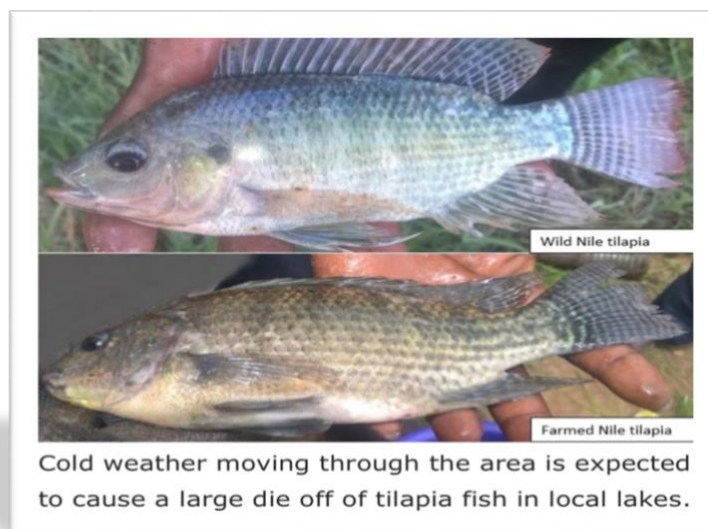
RE: Lake Ashton CDD Monthly Managers Report – January 17, 2023

The following is a summary of activities related to the field operations of the Lake Ashton Community Development District:

Aquatic Maintenance

Lake Ashton CDD staff met with Applied Aquatic to go over the CDD ponds. At this time, there are no major algae blooms to report.

Several fish were found dead in a couple of ponds following the recent cold snap on December 24th and 25th. When staff contacted Applied Aquatics, staff was informed that this was normal. Tilapia fish cannot survive in water temperatures below 55 degrees Fahrenheit.



Staff is still following up with Applied Aquatic about the installation of carp in Pond GC7. Archie is confident that they will receive the fish for installation this month.

Pool/Spa Updates

Further investigation into the push button timer for the spa revealed that a 240V relay switch would be required to make the push button timer operational.

- ☐ Staff is working with Kincaid Electrical Services to get a proposal.

One submerged light fixture in the spa and pool will be replaced the week of January 16, 2023.

Landscaping Updates

Jose's report is attached.

Staff's site visit report with Yellowstone on 1/6/2023 is attached.

Yellowstone replaced St. Augustine sod around the Tennis Ct. area and on the Western side of the Clubhouse.



Facility Maintenance

Staff replaced burnt landscaping bulbs along the Lake Ashton Blvd.

Staff replaced a bad landscape transformer at the entrance to the community.

Staff reattached the Tennis Ct. wind screen.

- ☐ Algae spots on the Tennis Ct. were treated with Spray and Forget. Staff will monitor the progress with removing the stains.

Kincaid Electrical Services installed 2 electrical outlets on the exterior of the Activities desk.

Soundwaves inspected the Cinema equipment to identify the source of the feedback coming through the speakers.

- ☐ Soundwaves recommended replacing the receiver in the near future. Staff is getting a proposal.

Maintenance Project Forecaster

Change out remainder of the thermostats in the Clubhouse. Staff will then remove the plastic covers, remove anchors, and patch/paint. Time frame to begin work is 1/16/2023.

Install new pump to the fountain in front of the Clubhouse. Time frame to begin work is 1/16/2023

Install 4 bad landscape light fixture along Lake Ashton Blvd. Time frame to begin work is 1/23/2023.

LAKE ASHTON

MONTHLY REPORT FOR DECEMBER

- ☐ WEED SITUATION AT AREAS NEXT TO TENNIS COURT WAS RESODED.
- ☐ BROMELIADS WILL BE INSTALLED SOMETIME NEXT WEEK.
- ☐ STILL WAITING ON APPROVEL FOR DEAD PALM REMOVING
SO PALM PRUNING CAN BE SCHEDULE FOR BLVD & CLUB HOUSE.
- ☐ FERT/CHEM WILL BE IN END OF THIS WEEK.
(SO ONCE THEY'RE DONE I WILL SCAN REPORT)
- ☐ IRRIGATION REPORT I WILL SEND ONE BY END OF THIS WEEK.
- ☐ MOWED 2 TIMES ALL PROPERTY INCLUDING RETENTION PONDS.

- ☐ DETAILED CLUB HOUSE. REMOVED DAED BRANCH FROM TOPIARY
REMOVED SHRIMP PLANT FROM SIDE OF BLDG & PALLETS FROM
PARKING LOT AREA.
- ☐ MULCH IF WE'RE ABLE TO GET IT FROM A DIFFERENT SOURCE, WE
WILL TRY TO GET DONE BY FRIDAY IF NOT WE WOULD HAVE TO
FINISH IT BY MONDAY, I WILL KEEP YOU POSTED ON ANY
UPDATES.

Yellowstone Compliance Checklist 1/5/2023

Task		Remarks (Including Specific Areas for improvement)
Mowing	Satisfactory Unsatisfactory	Bi-Weekly
Edging Completed	Satisfactory Unsatisfactory	
String Trimming	Satisfactory Unsatisfactory	
Weed Control Turf/Beds	Satisfactory Unsatisfactory	Dollar weed treatment plan? Fert/Chem tech on site Monday 1/9. Dog Park turf plan? Close Park for a week and seed bare spots.
Shrubs/Ground Cover Care	Satisfactory Unsatisfactory	Blue Daze in front of Clubhouse needs attention ASAP. Crew working on Blvd trimming.
Tree Care	Satisfactory Unsatisfactory	Trim dead tops of hedges that were affected by the cold weather.
Litter and Debris	Satisfactory Unsatisfactory	
Fountain Maintenance	Satisfactory Unsatisfactory	
Pond Maintenance	Satisfactory Unsatisfactory	String trim the correct direction around ponds.

Reminders:

Irrigation Report- I need all reports by Monday the 9th.

- ☐ Any Repairs needed

Weed and Disease Control Monthly Report- I need this report by Monday the 9th.

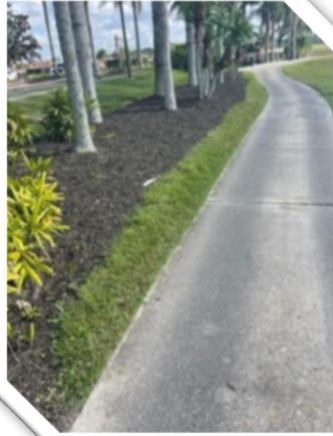
Mulching – April and September- Need to complete the mulching per contract.

Annuals- December, April, and August- Need annuals installed. Jose checking on availability.

Tree Pruning-December and July - Date to trim Medjool and Queen Palms along the Blvd per contract. This should have been done in December.



Price to remove box wood hedges and replace with red flowering Xzora. 12/14/22



Round up grass along cart path
(Southern side of the Bocce Ball Ct.)
-Install new sod. 12/14/2022



Pet Play Park verticut/ Bermuda seed bare spots and fertilize.

-Would close park down for 7 days.

-Needs dates fert team is able to do this.

12/14/2022



Need mulch around these plants.
West side of Pet Play Park.

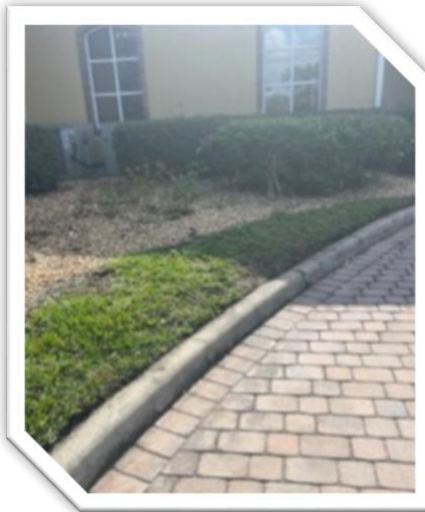
12/14/2022



Dollar Weed
infestation.

Weeds in the Blue
Daze

12/14/2022



-install Green Ginger (Need
dates) 12/14/2022



Round up weed infested turf in front
of the rock as we discussed.

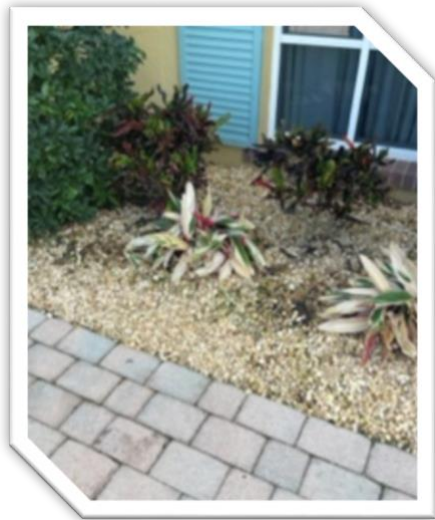
-Install sod

12/14/2022



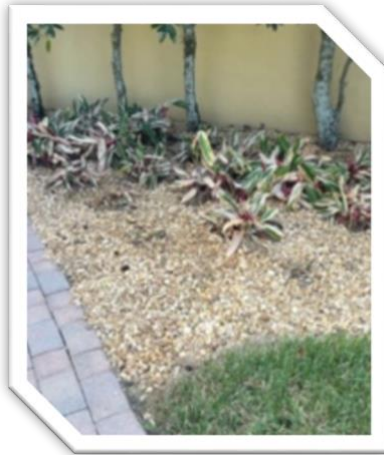
Dollar weed needs to be
treated in this turf.

12/14/2022

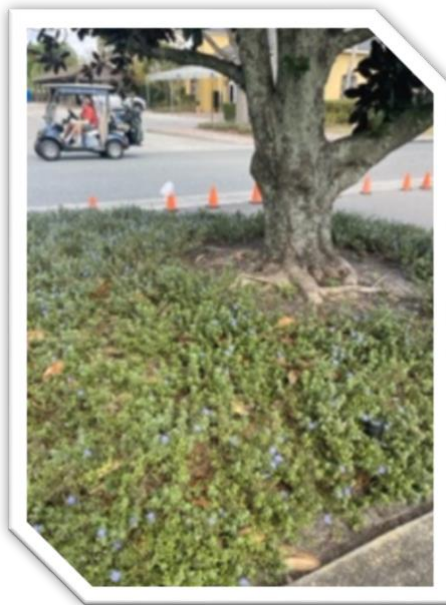


Replace failed Red Ginger
-12 in total

12/14/2022



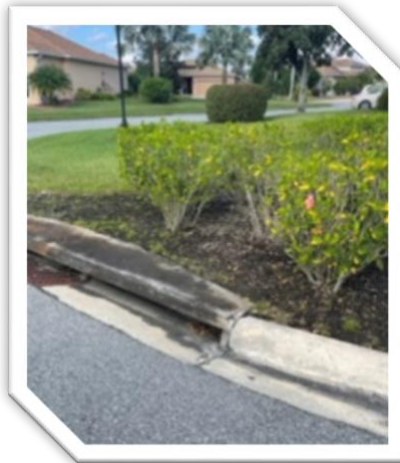
Trim Plumbago down to initiate new growth. 12/14/2022



Need mulch around both
Magnolias. 12/14/2022



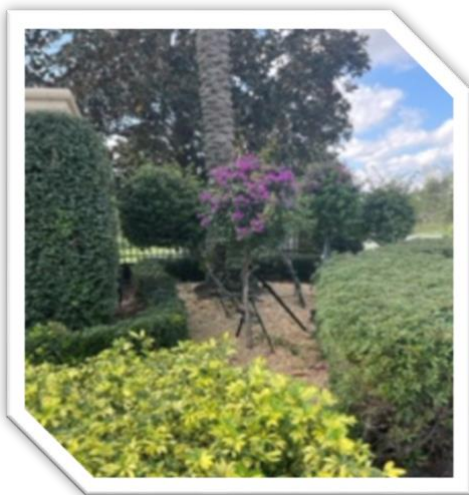
Need price for rock around both Bottle Brush Trees on the eastern side of the Tennis Court. 12/14/2022



The Palms entrance there was no mulch installed.
-This needs to be completed ASAP
12/14/2022

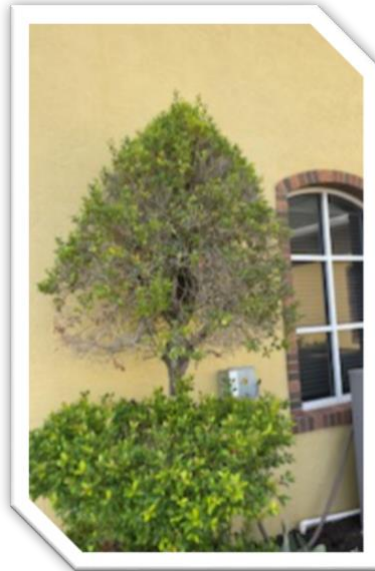


Declining Xzora need replacing.
-Dana mentioned he had the plants for this area already.
12/14/2022

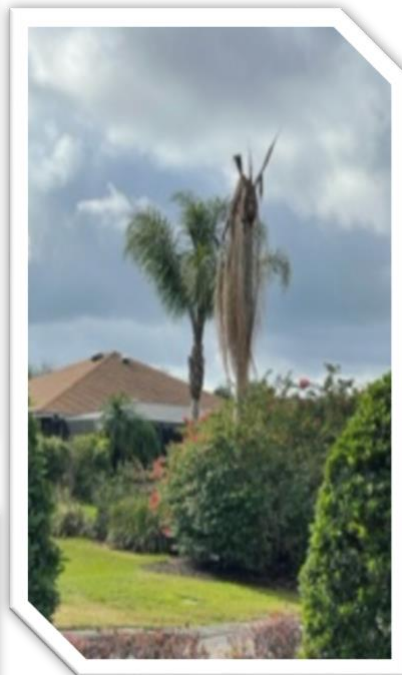
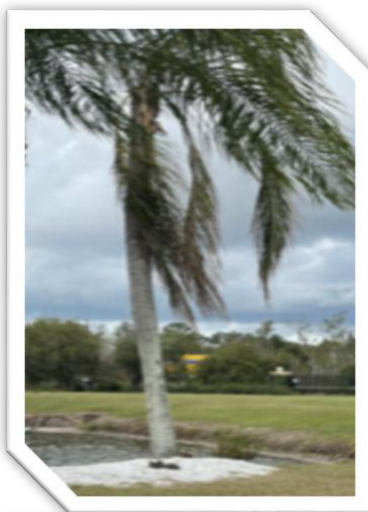
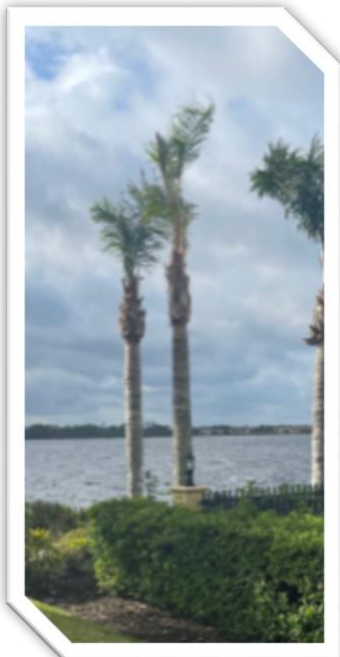


All upright Bougainvillea need to be straightened.

12/14/2022



Top tier of this tree needs attention. Location is the eastern entrance to Clubhouse. 12/14/2022

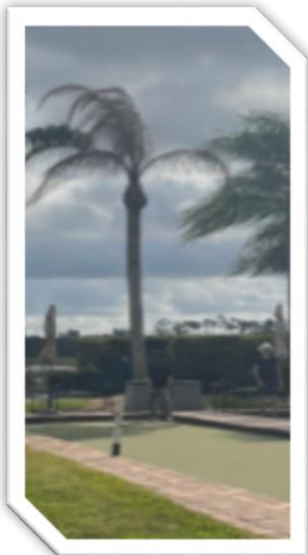


Waiting on a quote to remove 5 dead Queen Palms.

The Queen Palm on the East side of the Bocce Ball Ct needs to be stump ground. The rock needs to be relocated to under the Bottle Brush trees next to the Tennis Ct.

Need price for sod.

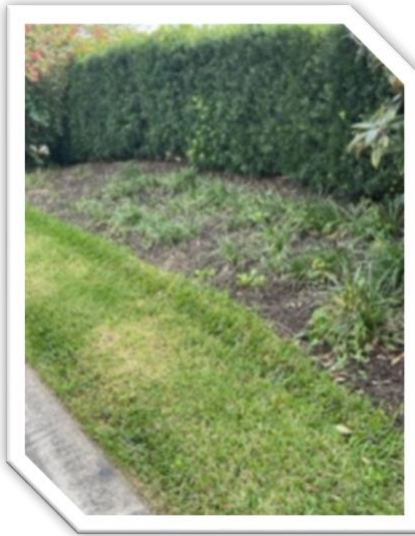
1/6/2023





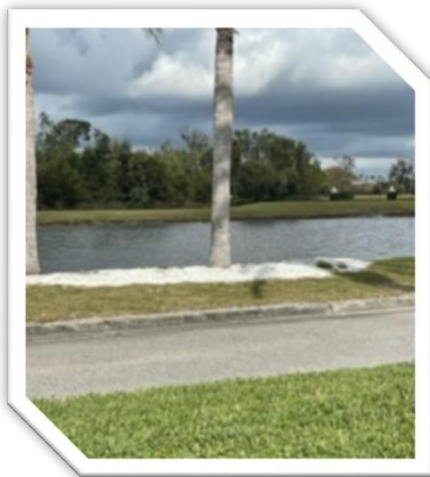
Roots are visible from the removal of the previous shrubs.

Weeds need to be treated along the entire blvd. 1/6/2023



Sample area. Weeds need to be addressed along the exit side of the blvd.

1/6/2023



Shell beds have roots visible from removed shrubs and weeds need to be pulled.

1/6/2023

Property: Lake Ashton
Controller: Club House



Tech: #1
Date: 01-13-23

YELLOWSTONE LANDSCAPE

Start Time

A _____
B _____
C _____
D _____

Run Days

Mo Tu We Th Fr Sa Su
Mo Tu We Th Fr Sa Su
Mo Tu We Th Fr Sa Su
Mo Tu We Th Fr Sa Su

Zone	checked	type	1806	1812	5006	nozzle	other
1	✓						Sprinkle back in Parkin loop I need new Because no Haver Sprinkles Has no minutes on the clock I have it minutes to see where water comes out and it doesn't come out anywhere Broken black sleeve Broken pipe I put one meter on white cap but only need the sprinkler need two more for the black hose
2	✓						
3	✓						
4	X						
5	✓						
6	✓						
7	✓						
8	X						
9	X						
10	✓						
11	X						
12							
13	Clock in the back #2						
14	1	✓					it doesn't turn on I need to look for the valve need tracker
15	2	X					
16	3	✓					
17	4	✓					
18	5	✓					
19	6	✓					
20	7	✓					
21	11	✓					
22	12	✓					
23	13	✓					
24	14	✓					
25							
26	Clock tennis court #4						
27							
28	1	✓					
29	2	✓					
30							
31	Clock #3 Pavilion						
32							
33	1	✓					
34	2	X				2	
35	3	✓					
36	4	✓					
37							
38							
39							
40							

Lawn & Ornamental Report



YELLOWSTONE
LANDSCAPE

Date of Application Jan 11th 12-23

Sprayer Operator Rudy

Area Treated Lake Ashton - Shrubs & Turf.

Products Used	Reg #	Target Pest	Application Rate	Total Used
T-methyl	228-626-52287	Fungus		15 ^{oz}
Micro-nutrient		Nutrient Deficiency		3lbs
Ave. South	2217-996	Turf weeds		90 ^{oz}
Herbi Activator		" "		56 ^{oz}

Disease / Pest or Weed
Target Treatment

Nutrient Deficiency, Fungus, Turf weeds

Sprayer Used

ZS-7

Water Volume

90 gallons

Time of
Application

9:30 am

Temperature

67°

Wind Speed

ESE 5 mph

Observation

Manager Signature

Operator Signature

SECTION VIII

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
December 31, 2022

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
<u>ASSETS:</u>				
Cash-Wells Fargo	\$2,273,135	---	\$45,480	\$2,318,615
Due from Other Funds	---	\$392,825	\$637,859	\$1,030,684
Investment - State Board	\$114	---	---	\$114
Investment - State Board Capita	---	---	\$70,005	\$70,005
Investments:				
Series 2015				
Reserve A	---	\$210,125	---	\$210,125
Revenue A	---	\$338	---	\$338
Prepayment A-1	---	\$107,019	---	\$107,019
Prepayment A-2	---	\$8,317	---	\$8,317
TOTAL ASSETS	\$2,273,248	\$718,624	\$753,343	\$3,745,215
<u>LIABILITIES:</u>				
Accounts Payable	\$39,335	---	---	\$39,335
Due to Other Funds	\$1,030,684	---	---	\$1,030,684
Deposits-Room Rentals	\$3,725	---	---	\$3,725
TOTAL LIABILITIES	\$1,073,744	\$0	\$0	\$1,073,744
<u>FUND BALANCES:</u>				
Restricted:				
Debt Service	---	\$718,624	---	\$718,624
Assigned:				
Capital Reserve	---	---	\$753,343	\$753,343
Assigned	\$31,431	---	---	\$31,431
Unassigned	\$1,168,073	---	---	\$1,168,073
TOTAL FUND BALANCES	\$1,199,504	\$718,624	\$753,343	\$2,671,472
TOTAL LIABILITIES & FUND BAL	\$2,273,248	\$718,624	\$753,343	\$3,745,215

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended December 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/22	ACTUAL THRU 12/31/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$1,000	\$250	\$979	\$729
Capital Reserve-Transfer In FY 22	\$455,901	\$455,901	\$455,901	\$0
TOTAL REVENUES	<u>\$456,901</u>	<u>\$456,151</u>	<u>\$456,880</u>	<u>\$729</u>
<u>EXPENDITURES:</u>				
Capital Projects:				
Ballroom Renovation	\$11,500	\$2,875	\$0	\$2,875
Treadmills (2)	\$10,000	\$2,500	\$0	\$2,500
Outdoor Pool/Spa Refurbishment	\$66,800	\$16,700	\$6,245	\$10,455
Lake Ashton Shoreline Restoration	\$16,000	\$4,000	\$0	\$4,000
Gate Operators with LED Gate Arms	\$10,000	\$2,500	\$0	\$2,500
Bocce Court Refurbishment	\$20,000	\$5,000	\$0	\$5,000
HVAC	\$27,000	\$6,750	\$0	\$6,750
Asphalt and Curblin repairs	\$20,000	\$5,000	\$0	\$5,000
Golf Course Pathways	\$10,000	\$2,500	\$0	\$2,500
Golf Course Bridge Maintenance	\$30,000	\$7,500	\$0	\$7,500
Pond Repairs	\$10,000	\$2,500	\$0	\$2,500
Paver Maintenance	\$11,500	\$2,875	\$0	\$2,875
Restaurant Equipment	\$16,000	\$4,000	\$0	\$4,000
Fence Repairs	\$0	\$0	\$3,500	(\$3,500)
Stormwater Management	\$0	\$0	\$2,900	(\$2,900)
Other Current Charges	\$650	\$163	\$19	\$144
TOTAL EXPENDITURES	<u>\$259,450</u>	<u>\$64,863</u>	<u>\$12,664</u>	<u>\$52,199</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$197,451</u>	<u>\$391,288</u>	<u>\$444,216</u>	<u>\$52,928</u>
Net change in fund balance	<u>\$197,451</u>	<u>\$391,288</u>	<u>\$444,216</u>	<u>\$52,928</u>
FUND BALANCE - Beginning	\$273,754		\$309,127	
FUND BALANCE - Ending	<u>\$471,205</u>		<u>\$753,343</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended December 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/22	ACTUAL THRU 12/31/22	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$2,055,306	\$1,913,416	\$1,913,416	\$0
Rental Income	\$40,000	\$10,000	\$19,023	\$9,023
Special Events Revenue	\$130,000	\$32,500	\$131,042	\$98,542
Newsletter Ad Revenue	\$95,000	\$23,750	\$29,148	\$5,398
Interest Income	\$1,000	\$250	\$114	(\$136)
Insurance Proceeds	\$0	\$0	\$6,085	\$6,085
Miscellaneous Income	\$5,000	\$1,250	\$4,076	\$2,826
TOTAL REVENUES	\$2,326,306	\$1,981,166	\$2,102,903	\$121,737
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$1,000	\$625	\$375
FICA Expense	\$306	\$77	\$48	\$29
Engineering	\$60,000	\$15,000	\$3,014	\$11,987
Arbitrage	\$600	\$150	\$0	\$150
Dissemination	\$1,500	\$375	\$375	\$0
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0
Attorney	\$30,000	\$7,500	\$4,510	\$2,990
Annual Audit	\$3,850	\$963	\$0	\$963
Trustee Fees	\$4,310	\$1,078	\$0	\$1,078
Management Fees	\$63,248	\$15,812	\$15,812	\$0
Computer Time	\$1,000	\$250	\$250	\$0
Postage	\$2,500	\$625	\$281	\$344
Printing & Binding	\$1,000	\$250	\$2	\$248
Newsletter Printing	\$50,000	\$12,500	\$13,633	(\$1,133)
Rentals & Leases	\$5,500	\$1,375	\$1,578	(\$203)
Insurance	\$60,823	\$60,823	\$60,813	\$10
Legal Advertising	\$1,500	\$375	\$270	\$105
Other Current Charges	\$1,250	\$313	\$81	\$231
Property Taxes	\$0	\$0	\$0	\$0
Office Supplies	\$175	\$44	\$8	\$36
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$291,737	\$118,683	\$101,474	\$17,209

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended December 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/22	ACTUAL THRU 12/31/22	VARIANCE
<u>Field:</u>				
Field Management Services	\$408,176	\$102,044	\$102,044	\$0
Gate/Patrol/Pool Officers	\$310,273	\$77,568	\$77,217	\$352
Pest Control	\$4,690	\$1,173	\$755	\$418
Security/Fire Alarm/Gate Repairs	\$7,500	\$1,875	\$3,031	(\$1,156)
Telephone/Internet	\$13,600	\$3,400	\$3,154	\$246
Electric	\$220,000	\$55,000	\$54,631	\$369
Water	\$16,000	\$4,000	\$2,395	\$1,605
Gas-Pool	\$25,000	\$6,250	\$4,417	\$1,833
Gas-Restaurant	\$0	\$0	\$878	(\$878)
Refuse	\$14,000	\$3,500	\$905	\$2,595
Repairs & Maintenance-Clubhouse	\$57,600	\$14,400	\$8,048	\$6,352
Repairs & Maintenance-Fitness Center	\$3,000	\$750	\$185	\$565
Repairs & Maintenance-Bowling Lanes	\$17,000	\$4,250	\$0	\$4,250
Repairs & Maintenance-Restaurant	\$0	\$0	\$3,726	(\$3,726)
Furniture, Fixtures, Equipment	\$15,000	\$3,750	\$0	\$3,750
Repairs & Maintenance-Golf Cart	\$5,400	\$1,350	\$1,258	\$92
Repairs & Maintenance-Pool	\$20,000	\$5,000	\$8,770	(\$3,770)
Landscape Maintenance	\$194,520	\$48,630	\$48,630	\$0
Plant Replacement	\$7,000	\$1,750	\$2,314	(\$564)
Irrigation Repairs	\$3,500	\$875	\$0	\$875
Lake Maintenance	\$49,545	\$12,386	\$11,685	\$701
Wetland Mitigation and Maintenance	\$41,595	\$10,399	\$0	\$10,399
Permits/Inspections	\$2,200	\$550	\$1,249	(\$699)
Office Supplies/Printing/Binding	\$5,000	\$1,250	\$126	\$1,124
Operating Supplies	\$23,000	\$5,750	\$5,739	\$11
Credit Card Processing Fees	\$5,500	\$1,375	\$2,071	(\$696)
Dues & Subscriptions	\$9,000	\$2,250	\$1,599	\$651
Decorations	\$2,000	\$500	\$280	\$220
Special Events	\$130,000	\$32,500	\$37,402	(\$4,902)
Traffic Accident Repairs	\$0	\$0	\$5,200	(\$5,200)
Storm Damage	\$0	\$0	\$5,755	(\$5,755)
TOTAL FIELD	\$1,610,099	\$402,525	\$393,462	\$9,062
TOTAL EXPENDITURES	\$1,901,836	\$521,208	\$494,936	\$26,271
Excess (deficiency) of revenues over (under) expenditures	\$424,469	\$1,459,958	\$1,607,967	\$148,009
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$455,901)	(\$455,901)	(\$455,901)	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	(\$455,901)	(\$455,901)	(\$455,901)	\$0
Net change in fund balance	(\$31,431)	\$1,004,058	\$1,152,066	\$148,009
FUND BALANCE - Beginning	\$31,431		\$47,438	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$1,199,504</u>	

⁽¹⁾ Assessments are shown net of Discounts and Collection Fees.

⁽²⁾ See page 4 for breakdown of restaurant revenues and expenses.

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2015

DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended December 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 12/31/22	ACTUAL THRU 12/31/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$125	\$1,120	\$995
Assessments - Levy	\$435,837	\$391,919	\$391,919	\$0
Assessments - Prepayments A-1	\$0	\$0	\$10,188	\$10,188
TOTAL REVENUES	<u>\$436,337</u>	<u>\$392,044</u>	<u>\$403,227</u>	<u>\$11,184</u>
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$72,500	\$72,500	\$72,500	\$0
Interest - 5/01	\$72,500	\$0	\$0	\$0
Principal - 5/01	\$230,000	\$0	\$0	\$0
<u>Series 2015A-2</u>				
Interest - 11/01	\$11,375	\$11,375	\$11,375	\$0
Interest - 5/01	\$11,375	\$0	\$0	\$0
Principal - 5/01	\$20,000	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$417,750</u>	<u>\$83,875</u>	<u>\$83,875</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$18,587</u>	<u>\$308,169</u>	<u>\$319,352</u>	<u>\$11,184</u>
Net change in fund balance	<u>\$18,587</u>	<u>\$308,169</u>	<u>\$319,352</u>	<u>\$11,184</u>
FUND BALANCE - Beginning	\$153,012		\$399,271	
FUND BALANCE - Ending	<u>\$171,600</u>		<u>\$718,624</u>	

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2023**

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$400,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2022		\$2,900,000.00
	November 1, 2022 (Special Call)	\$0.00
Current Bonds Outstanding		\$2,900,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$20,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2022		\$455,000.00
	November 1, 2022 (Special Call)	\$0.00
Current Bonds Outstanding		\$455,000.00

Total Current Bonds Outstanding		\$3,355,000.00
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2023

Revenues

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JULY 2021	AUG 2021	SEP 2021	TOTAL
Maintenance Assessments	\$0	\$456,778	\$1,456,638	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,913,416
Rental Income	\$9,000	\$3,650	\$6,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,023
Special Events Revenue	\$99,784	\$24,108	\$7,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$131,042
Newsletter Ad Revenue	\$10,866	\$5,790	\$12,492	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,148
Interest Income	\$113	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114
Insurance Proceeds	\$0	\$0	\$6,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,085
Miscellaneous Income	\$2,361	\$834	\$881	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,076

Total Revenues

\$122,124	\$491,160	\$1,489,620	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,102,903
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ADMINISTRATIVE:

Supervisor Fees	\$417	\$0	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
FICA Expense	\$32	\$0	\$16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48
Engineering	\$1,724	\$1,289	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,014
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$2,909	\$1,601	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,510
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$5,271	\$5,271	\$5,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,812
Computer Time	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Postage	\$133	\$88	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$281
Printing & Binding	\$0	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
Newsletter Printing	\$4,480	\$4,532	\$4,621	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,633
Rentals & Leases	\$163	\$163	\$1,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,578
Insurance	\$60,813	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,813
Legal Advertising	\$270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270
Other Current Charges	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175

Total Administrative

\$76,676	\$13,161	\$11,638	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101,474
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2023

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JULY 2021	AUG 2021	SEP 2021	TOTAL
<u>Field:</u>													
Field Management Services	\$34,015	\$34,015	\$34,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,044
Gate/Patrol/Pool Officers	\$25,292	\$24,950	\$26,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,217
Pest Control	\$0	\$450	\$305	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$755
Security/Fire Alarm/Gate Repairs	\$248	\$683	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,031
Telephone/Internet	\$1,162	\$1,164	\$827	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,154
Electric	\$17,707	\$18,977	\$17,947	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,631
Water	\$965	\$772	\$657	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,395
Gas-Pool	\$1,286	\$2,153	\$978	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,417
Gas-Restaurant	\$878	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$878
Refuse	\$217	\$344	\$344	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$905
Repairs & Maintenance-Clubhouse	\$2,963	\$4,093	\$991	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,048
Repairs & Maintenance-Fitness Center	\$185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$185
Repairs & Maintenance-Bowling Lanes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance-Restaurant	\$0	\$1,600	\$2,126	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,726
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance-Golf Cart	\$572	\$173	\$514	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,258
Repairs & Maintenance-Pool	\$3,075	\$5,695	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,770
Landscape Maintenance	\$16,210	\$16,210	\$16,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,630
Plant Replacement	\$0	\$0	\$2,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,314
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$3,895	\$3,895	\$3,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,685
Wetland Mitigation and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permits/Inspections	\$659	\$0	\$590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,249
Office Supplies/Printing/Binding	\$82	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$126
Operating Supplies	\$2,027	\$730	\$2,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,739
Credit Card Processing Fees	\$235	\$1,314	\$521	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,071
Dues & Subscriptions	\$380	\$165	\$1,054	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,599
Decorations	\$0	\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280
Special Events	\$27,314	\$1,251	\$8,837	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,402
Traffic Accident Repairs	\$0	\$0	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200
Storm Damage	\$0	\$500	\$5,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,755
TOTAL FIELD	\$139,368	\$119,178	\$134,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$393,462
OTHER FINANCING SOURCES/(USES)													
Capital Reserve-Transfer Out	\$0	\$0	(\$455,901)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$455,901)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	(\$455,901)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$455,901)
Excess Revenues (Expenditures)	(\$93,920)	\$358,822	\$887,164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,152,066

SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

January 23, 2023

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
12/15/22	8439	\$17,946.81
12/19/22	8440-8459	\$129,945.73
12/21/22	8460-8461	\$5,730.00
1/6/23	8462-8467	\$9,167.07
1/10/23	8468-8473	\$2,185,724.79
<i>General Fund Total</i>		<u><u>\$2,348,514.40</u></u>

AP300R
*** CHECK NOS. 008439-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

RUN 1/10/23

PAGE 1

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
12/15/22	00061	12/14/22 DECEMBER	202212 320-57200-43000		*	17,946.81	
		SERVICE THRU 12/08/2022					
			TECO				17,946.81 008439
12/19/22	00522	12/14/22 31444531	202212 320-57200-43200		*	272.31	
		PROPANE FOR POOL					
			AMERIGAS				272.31 008440
12/19/22	00057	11/30/22 207556	202211 320-53800-46800		*	3,895.00	
		NOV 22 AQUATIC MAINT.					
			APPLIED AQUATIC MANAGEMENT, INC.				3,895.00 008441
12/19/22	00673	12/12/22 56301267	202212 320-57200-54500		*	52.98	
		SUPPLIES					
			ARAMARK				52.98 008442
12/19/22	00624	12/16/22 121622	202212 320-57200-49400		*	150.00	
		HOLIDAY GOLF CART-REIMBUR					
			CAROLYN BISHOP				150.00 008443
12/19/22	00375	12/02/22 120222	202212 320-57200-54503		*	4,950.00	
		TRAFFICE ACCIDENT REPAIRS					
		12/02/22 120222	202212 320-57200-54502		*	3,000.00	
		HURRICANE DAMAGE					
			BROWN'S STUCCO SYSTEMS, INC.				7,950.00 008444
12/19/22	00055	12/15/22 20735-12	202212 320-57200-43100		*	585.86	
		20735-4141 ASHTON CLUB DR					
		12/15/22 22109-12	202212 320-57200-43100		*	71.26	
		22109-GATE ENTRANCE/IRR					
			CITY OF LAKE WALES-UTILITIES DEPT				657.12 008445
12/19/22	00652	12/14/22 121422	202212 320-57200-54520		*	160.00	
		REPAIR HEAT BOOSTER					
			COMMERCIAL SERVICE COMPANY LLC				160.00 008446
12/19/22	00621	12/15/22 943347	202212 320-57200-54501		*	305.00	
		PEST CONTROL					
			COUNTRY BOY PEST CONTROL				305.00 008447
12/19/22	00214	12/05/22 AR860376	202212 310-51300-42502		*	1,090.52	
		COPIER LEASE					
			DEX IMAGING				1,090.52 008448
12/19/22	00215	10/31/22 450	202210 320-57200-54500		*	977.86	
		OCT 22 - GENERAL MAINT.					

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 008439-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

RUN 1/10/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/01/22	449	202211 320-57200-34000 NOV 22 FACILITY MAINT.			*	34,014.67	
11/01/22	449	202211 310-51300-51000 OFFICE SUPPLIES			*	2.50	
11/01/22	449	202211 320-57200-49400 EVENT SUPPLIES			*	42.72	
12/01/22	451	202211 320-57200-34000 DEC 22 FACILITY MAINT.			*	34,014.67	
12/01/22	451	202211 310-51300-51000 OFFICE SUPPLIES			*	2.50	
12/01/22	451	202211 310-51300-42500 COPIES			*	1.80	
12/01/22	451	202211 320-57200-54500 SUPPLIES			*	68.99	
GMS-CENTRAL FLORIDA, LLC							69,125.71 008449
12/19/22	00067	12/09/22 225026 202212 320-57200-34500 ANNUAL FIRE ALARM INSPECT			*	89.90	
		12/09/22 225026 202212 320-57200-54100 ANNUAL FIRE ALARM INSPECT			*	590.00	
THE HARTLINE ALARM COMPANY, INC.							679.90 008450
12/19/22	00164	12/09/22 107281 202211 310-51300-31500 LEGAL FEES THRU 11/30/22			*	1,601.00	
LATHAM, LUNA, EDEN & BEAUDINE,LLP							1,601.00 008451
12/19/22	00663	12/16/22 20770622 202206 330-57200-52000 FINAL INVOICE			*	25,193.80	
		12/16/22 20770622 202206 330-57200-52004 FINAL INVOICE			*	8,967.07	
		12/16/22 20770622 202206 330-57200-12000 FINAL INVOICE			*	8,968.73	
		12/16/22 20770622 202206 330-57200-12100 FINAL INVOICE			*	24,976.75	
		12/16/22 20770622 202206 330-57200-21000 FINAL INVOICE			*	6,993.49	
		12/16/22 20770622 202206 330-57200-34000 FINAL INVOICE			*	5,833.35	
		12/16/22 20770622 202206 330-57200-45000 FINAL INVOICE			*	501.79	
		12/16/22 20770622 202206 300-34700-10000 FINAL INVOICE			*	40,229.86-	
		12/16/22 20770622 202206 300-34700-10001 FINAL INVOICE			*	7,643.44-	
		12/16/22 20770622 202206 300-34700-10003 FINAL INVOICE			*	1,100.00-	

LAKA LAKE ASHTON SHENNING

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*** CHECK NOS. 008439-050000

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		12/16/22	20770622 202206 300-36900-10000		*	13,827.25-	
			FINAL INVOICE				
		12/16/22	20770622 202206 300-38100-10000		*	18,634.43-	
			FINAL INVOICE				
		12/16/22	20770622 202206 300-13100-10000		*	18,634.43	
			FINAL INVOICE				
		12/16/22	20770622 202206 600-58100-10000		*	18,634.43	
			FINAL INVOICE				
		12/16/22	20770622 202206 600-20700-10000		*	18,634.43-	
			FINAL INVOICE				
				METZ CULINARY MANAGEMENT			18,634.43 008452
12/19/22	00720	1/11/23 17	202301 320-57200-49400		*	150.00	
			KARAOKE-1/11/2023				
				WAYNE A. MORSE			150.00 008453
12/19/22	00731	12/14/22 357388	202212 320-57200-54520		*	1,416.00	
			HARD SURFACE CLEAN				
				STANLEY STEEMER LAKE LAND			1,416.00 008454
12/19/22	00703	12/09/22 13887	202212 320-57200-34500		*	2,009.98	
			2-17FT LED BARRIER GATE				
				SUMMERLIN FENCE & FEED INC			2,009.98 008455
12/19/22	00471	12/14/22 117	202212 320-57200-52005		*	280.00	
			HOLIDAY DECORATING				
				THE WILD HARE FLOWERS AND EVENTS			280.00 008456
12/19/22	00664	12/02/22 1561-120	202211 320-57200-54000		*	164.96	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 310-51300-42000		*	31.99	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 320-57200-49400		*	472.78	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 320-57200-52000		*	676.78	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 320-57200-54500		*	571.81	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 300-36900-10300		*	112.54-	
			CC PURCHASES THRU 12/02				
				WELLS FARGO			1,805.78 008457
12/19/22	00445	12/01/22 OS464570	202212 320-57200-46200		*	16,210.00	
			DEC 22 LANDSCAPE MAINT.				
				YELLOWSTONE LANDSCAPE			16,210.00 008458
				LAKA LAKE ASHTON SHENNING			

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/19/22	00487	3/28/23 032823	202212 320-57200-49400	DEPOSIT-FIRE OF GEORGIA	*	3,500.00	
				WORLD TOURING LLC			3,500.00 008459
12/21/22	00732	12/31/22 123122	202212 320-57200-49400	NEW YEARS EVE CATERING	*	3,312.00	
				D'ORO PALAZZO LLC			3,312.00 008460
12/21/22	00732	1/01/23 010123	202301 320-57200-49400	NEW YEARS DAY CATERING	*	2,418.00	
				D'ORO PALAZZO LLC			2,418.00 008461
1/06/23	00522	12/21/22 31447039	202212 320-57200-43200	PROPANE-POOL	*	345.32	
				AMERIGAS			345.32 008462
1/06/23	00673	12/19/22 56301304	202212 320-57200-52000	SUPPLIES	*	52.98	
				ARAMARK			52.98 008463
1/06/23	00695	12/21/22 16744750	202301 320-57200-41000	SVCS-01/23	*	1,802.21	
				CHARTER COMMUNICATIONS			1,802.21 008464
1/06/23	00003	12/27/22 79909876	202212 310-51300-42000	DELIVERIES THRU 12212022	*	35.92	
				FEDEX			35.92 008465
1/06/23	00036	1/01/23 216	202301 310-51300-34000	MGMT FEES-01/2023	*	5,270.67	
		1/01/23 216	202301 310-51300-35100	COMPUTER TIME	*	83.33	
		1/01/23 216	202301 310-51300-31300	DISSEMINATION AGT SVCS	*	125.00	
				GMS - SO FLORIDA, LLC			5,479.00 008466
1/06/23	00631	12/12/22 1916535	202211 310-51300-31100	SVCS-11/22	*	1,289.14	
				RAYL ENGINEERING & SURVEYING, LLC			1,289.14 008467
1/06/23	00430	12/07/22 50229986	202212 310-51300-42502	COPIER LEASE	*	162.50	
				WELLS FARGO VENDOR FINANCIAL SVCS			162.50 008468
1/10/23	00215	1/01/23 453	202301 320-57200-34000	JAN 2023 FIELD MGMT FEES	*	34,014.67	

LAKA LAKE ASHTON SHENNING

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
		1/01/23 453	202301 310-51300-51000		*	2.50	
			OFFICE SUPPLIES				
		1/01/23 453	202301 310-51300-42000		*	31.26	
			POSTAGE				
		1/01/23 453	202301 320-57200-52005		*	56.68	
			BURLINGTON DECORATIONS				
				GMS-CENTRAL FLORIDA, LLC			34,105.11 008469
1/10/23 00429		9/30/22 011023-F	202301 300-20700-10200		*	807.88	
			TXFER TAX RCPTS TO 2015				
		9/30/22 011023-F	202301 300-20700-10200		*	98.52	
			TXFER TAX RCPTS TO 2015				
		1/10/23 011023	202301 300-20700-10200		*	391,918.78	
			TXFER TAX RCPTS TO 2015				
				LAKE ASHTON CDD			392,825.18 008470
1/10/23 00038		1/10/23 011023	202301 300-15100-10000		*	1,300,000.00	
			TXFER EXCESS FUNDS TO SBA				
				STATE BOARD OF ADMINISTRATION			1,300,000.00 008471
1/10/23 00038		1/10/23 011023-C	202301 300-58100-10000		*	455,900.74	
			TXFER FY23 CAP RESERVE				
		1/10/23 011023-C	202301 600-15100-10000		*	455,900.74	
			TXFER FY23 CAP RESERVE				
		1/10/23 011023-C	202301 600-38100-10000		*	455,900.74-	
			TXFER FY23 CAP RESERVE				
				STATE BOARD OF ADMINISTRATION			455,900.74 008472
1/10/23 00664		1/03/23 1561-010	202212 320-57200-52000		*	2,893.76	
			CC PURCHASES THRU 01/3/23				
				WELLS FARGO			2,893.76 008473
				TOTAL FOR BANK A		2,348,514.40	
				TOTAL FOR REGISTER		2,348,514.40	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2023

								\$2,210,006.00	\$456,971.44	\$2,666,977.44
Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	.36300.10100 General Fund	2015-1, 2015-2 Debt Svc Fund	Total
11/14/22	10/21/22-10/21/22	\$ 24,608.18	\$ 5,124.30	\$ 1,279.47	\$ 265.75	\$ 563.75	\$ 27,623.51	\$ 22,862.14	\$ 4,761.38	\$ 27,623.51
11/16/22	10/22/22-10/31/22	\$ 20,421.00	\$ 3,852.02	\$ 816.84	\$ 154.08	\$ 466.04	\$ 22,836.06	\$ 19,212.08	\$ 3,623.98	\$ 22,836.06
11/21/22	11/01/22-11/06/22	\$ 188,933.53	\$ 31,082.77	\$ 7,551.31	\$ 1,243.29	\$ 4,224.43	\$ 206,997.27	\$ 177,754.58	\$ 29,242.69	\$ 206,997.27
11/25/22	11/07/22-11/13/22	\$ 251,859.00	\$ 43,506.01	\$ 10,074.39	\$ 1,740.22	\$ 5,671.01	\$ 277,879.39	\$ 236,948.92	\$ 40,930.47	\$ 277,879.39
12/12/22	11/14/22-11/23/22	\$ 678,431.00	\$ 136,742.24	\$ 27,137.24	\$ 5,469.58	\$ 15,651.33	\$ 766,915.09	\$ 638,267.88	\$ 128,647.21	\$ 766,915.09
12/21/22	11/24/22-11/30/22	\$ 735,156.00	\$ 163,245.40	\$ 29,406.67	\$ 6,529.54	\$ 17,249.30	\$ 845,215.89	\$ 691,634.34	\$ 153,581.54	\$ 845,215.89
12/23/22	12/01/22-12/15/22	\$ 134,099.07	\$ 32,944.77	\$ 4,776.58	\$ 1,177.93	\$ 3,221.79	\$ 157,867.54	\$ 126,736.04	\$ 31,131.50	\$ 157,867.54
		\$ 2,033,507.78	\$ 416,497.51	\$ 81,042.50	\$ 16,580.39	\$ 47,047.65	\$ 2,305,334.75	\$ 1,913,415.97	\$ 391,918.78	\$ 2,305,334.75
BALANCE REMAINING		\$176,498.22	\$40,473.93							

Gross Percent Collected	91.86%
Balance Due	\$216,972.15