

*Lake Ashton
Community Development District*

Meeting Agenda

March 20, 2023

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 - Fax: 407-839-1526

March 13, 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, March 20, 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, March 17, 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 February 27, 2023 Board of Supervisors Meeting
5. Restaurant

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

- A. Ratification of Restaurant Lease Agreement with Charm City at Lake Ashton, LLC
- 6. New Business
 - A. Discussion Regarding Strategic Planning—Goals for the 5 Year Plan (*requested by Supervisor VanSickle*)
 - B. Discussion Regarding Selecting a Reserve Study Option (*requested by Supervisor VanSickle*)
 - I. Presentation of Quote for Installation of Street Lights (*to be provided under separate cover*)
 - C. Ratification of Spectrum Phone Services Agreement
- 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, **February 27, 2023** 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

The following is a summary of the discussions and actions taken at the February 27, 2023 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 asked for any changes to the agenda. Hearing none,

On MOTION by Ms. VanSickle, 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)*

Ms. Burns had one resident request to make a public comment.

Resident (Tom Scali, 3084 Dunmore Drive) asked that the Board discuss the fire that was on Waterford. He wrote up some questions that he would like answered by the fire inspector who is coming. Mr. Scali also stated that Mr. Costello could modify or delete whatever he thinks for the questions. Mr. Scali said that the community needs to know what happened, why it happened, and what they can do to prevent it from happening in their own homes. Mr. Scali stated that he had brought this to the HOA but received a negative response so he is asking the CDD so that there could hopefully be action taken.

Regarding Mr. Scali's comment, Ms. Burns stated that the CDD oversees common areas and amenities. The HOA is responsible for private property, and this incident took place on private property so this would not necessarily be a CDD issue. Mr. Costello stated that he read what Mr. Scali wrote down, and said that everyone needs to remember that those houses are Masonry construction and the heat builds up in them very quickly with few voids for it to escape. Mr. Costello also highlighted that smoke detectors have a shelf life of 10 years, but a lot of the houses are 20 years old or more and likely have the same detectors so changing those out is important. Ms. Landgrebe applauded the staff for their proactive action in getting the fire department there quickly during the incident.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the January 23, 2023 Board of Supervisors Meeting

Mr. Howison presented the minutes from the January 23, 2023 meeting to the Board and asked if there were any changes. There was a change from Mr. Realmuto and from Ms. VanSickle and those changes will be reflected in the final version.

On MOTION by seconded by Mr. Realmuto, and Ms. VanSickle with all in favor, the Minutes of the January 23, 2023 Board of Supervisors Meeting, were approved, as amended.
--

FIFTH ORDER OF BUSINESS

Restaurant

A. Update on the Status of Restaurant Lease Agreement

Mr. Howison stated that there was not a signed lease agreement currently, and there were no outstanding issues with the lease but Mr. Minadakis filed his business application but it had not shown up yet as a state approved business. Therefore, the lease cannot be executed until that happens.

Ms. Landgrebe stated that the residents had been waiting for restaurant updates prior to this meeting, and asked if they could update the community prior to each meeting. Ms. Carpenter stated that negotiations were finished and they did not have an update for the community until they knew an opening date. Ms. Burns stated that once they had an executed lease, they could include the completion of that in the next blast out to the community. Regarding communication, Mr. Realmuto reminded the Board that they should limit the communication to the facts they have and get in the habit of allowing any other communication with the restaurant's customers to take place between the restaurant and the customers.

Ms. Landgrebe also asked about how much access Mr. Minadakis had to the restaurant prior to the executed lease. Ms. Carpenter replied that until the lease was completed and they had insurance, there was no access into the restaurant for Mr. Minadakis. It was also stated by Mr. Howison that the rent would begin on the date of commencement.

B. Discussion Regarding Replacement of Patio Awning

Mr. Howison stated that the patio awning was further damaged during the hurricane, but the hurricane deductible is higher than the cost to replace the awning. Ms. Wells reviewed the two proposals for the Board. The Board decided to choose the proposal from Ard's Awning & Upholstery, Inc. for \$24,000 due to the better warranty offered and dollar savings.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the Proposal from Ard's Awning & Upholstery, Inc, was approved.
--

A. A Review of Discussions with the Developer (requested by Supervisor Howison)

Mr. Howison stated that he had met several times with the representative for the developer with the objectives to reestablish a positive relationship with open communications, second to gain all facts possible regarding the developer's intentions related to the sales office and the marina, third to secure a possible means of establishing some level of influence over the disposition of the sales office building in the long term. Mr. Howison stated that the discussions have been frank and respectful, and that no commitments have been offered nor will be made as he recognizes that he is one of five members of the Board. He said if there comes a time that action is warranted, he will bring that to the Board for presentation. Mr. Howison stated that his hope was for the Board to work together to formulate a strategy that makes sense to them and the developer and entire community.

SEVENTH ORDER OF BUSINESS**New Business****A. Consideration of Resolution 2023-04 Authorizing Spending Authority to CDD Manager, Community Director, and Chairman**

Ms. Burns stated that this was a standard resolution that most Boards adopt because to keep the business of the District going, someone has to have authority to approve incidental expenses. The resolution outlined the main points for one-time expenses and gives the District Manager and Community Director for up to \$5,000. Anything beyond \$5,000 but not exceeding \$15,000 would be approved by the District Manager and the Chairman. She gave the example that if an air handler went out in the building and it was \$10,000 to replace it, they would not want to have to wait 10 days to get that started and approved, and that in that case Mr. Howison and Ms. Burns could get together and approve that expense. Ms. Burns asked for discussion on this and offered to answer any questions.

Mr. Howison stated that this was a standard recommendation from management that came after the discussion he had with management about his not wanting to overstep his authority as Chairman and stated that he had not seen anything in writing that protected against that.

Mr. Realmuto stated that he understood the need for a motion authorizing these types of expenditures and he did not have issue with that. Mr. Realmuto stated that based on prior experiences that the Board has had, particularly with the restaurant management company, that he had a specific concern about section B that addressed the non-continuing expenses and the words, “required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required”. His concern was that the word “maintain” could be ambiguous. Mr. Realmuto stated that he was fine with using this for things that are of an immediate nature.

Ms. Burns followed up to Mr. Realmuto’s concerns by stating that the intent of this was to give their staff flexibility to make decisions and to trust them to make those decisions. She gave the example of a small section of sod that was dead and needed to be replaced and the cost was \$250, stating that Ms. Wells and Mr. Fisher of their staff should be able to make the decision to spend \$250 on that landscape improvement without having to bring something that small to the Board. She stated that the difference was that if they were going to rip out a whole section of the boulevard and redo that, they are trusting staff to make that distinction that that is something that goes to the Board for approval, but it also allows the flexibility that not every single maintenance item has to come before the Board.

Mr. Realmuto asked if the Board would like to have a different category for maintenance items that \$5,000 or \$15,000 would be excessive for those routine maintenance items rather than leave it to staff discretion.

Mr. Howison said he did not think they needed to modify the whole section B, but that the examples given were good, and that if those came before him, he would have them presented to the Board.

Mr. Realmuto stated that if the Board was not interested in modifying that, then he would like to be sure that the examples were on record in the summary as guidance for future Board’s and Chairs.

Mr. Howison asked Ms. Carpenter if there was a way to modify the resolution to address Mr. Realmuto’s concern. Ms. Carpenter said they can modify it, suggesting for now, “required to repair, control or maintain in its current condition,” because it would be restoring things.

On MOTION by Ms. VanSickle, seconded by Mr. Realmuto, with all in favor, Resolution 2023-04 Authorizing Spending Authority to CDD Manager, Community Director, and Chairman, was approved as amended.

Ms. Landgrebe asked what amount the Community Director could currently spend without the Board's approval, and that amount was \$5,000. Mr. Realmuto asked Ms. Wells to state for the record what she would spend in those example situations. Ms. Wells confirmed that she would refer to the Board in those situations. Ms. Burns also followed up that very rarely would they see anything that was not under consultation with the District Manager, Community Director and Chairman.

B. Consideration of First Amendment to the District Management Services Agreement

Ms. Burns presented and overviewed this for the Board. She explained that this was brought forward because since the District was established in 2005, there have been rules and statutes that had changed. She stated that the only original contract that was changing was with the South Florida GMS office. Ms. Burns stated that their contract had been with the Central Florida office for many years with exception of the District's accountant is in the South Florida office but she will continue to do the accounting. Ms. Burns elaborated that this amendment is a clean-up item for GMS's intercompany billing and nothing substantial was changing to the Lake Ashton staff.

Ms. Carpenter stated that she reviewed the agreement.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the First Amendment to the District Management Services Agreement, was approved.

C. Consideration of Updated On-Site Staffing Agreement with GMS

Ms. Burns stated that this agreement was similar to the previously approved agreement above, and that GMS had reviewed this and needed an updated agreement. Ms. Burns explained that the agreement was for all on-site employees that they have with GMS, as in Christine Wells and Matt Fisher along with their teams. This agreement

included updated job descriptions and roles and it matched what was in the budget plus the addition of the new employee the Board approved. Ms. Burns elaborated that another change was the entity listed being CALM, and that is the entity GMS uses for all on-site contracts and any of the HOA contracts. Ms. Burns also stated that Ms. Carpenter's office did have a chance to review this.

Ms. Landgrebe asked Ms. Burns about the hurricane preparedness plan, and if GMS had a different plan than what CERT has done for the community. Ms. Burns replied that this was for staff to secure CDD owned infrastructure, and that GMS does not tell residents what they should do. Mr. Howison explained that there was not a conflict there because CERT looks at emergency response.

Mr. Realmuto stated that some of the Board members may not have been familiar with the agreement and he had a question about the scope of services. He stated that the Board may want to look at the scope of services and enhance that section. He suggested that even though they approve the contract, they can go back and look at it more in depth. Ms. Burns stated that this was a general overview of positions, and that there were things not included specifically that their staff does that is not reflected.

Mr. Realmuto also pointed out that there is a section that stated that GMS is responsible for paying their invoices, but there is also a clause saying that if GMS does not do its job and pay within 30 days, the District is going to be billed interest. He stated that he understands they are separate legal entities, but he would like to depend on the attorney to review things from the District's point of view, because some of the items do not represent the District's interests very well. He asked that something be inserted to protect the District in this case. Ms. Carpenter stated that they can do that, but that there is a standard built into every contract in Florida, and that if it is failed to pay by the relaying entity, they are not going to charge interest, but that she could add that in. Ms. Burns stated that this language is like that due to similar contracts being developer funded, where GMS is waiting for the developer to provide those funds so the invoices can be paid, but when the District gets to the point where they are collecting assessments on the tax bill, the funds are readily available. When they are developer funded, funds are not collected on the tax bill, and GMS sends them a bill for them to send the funds. Ms. Burns also stated that Lake Ashton had never been charged interest for invoices not being paid.

Mr. Realmuto also had concerns about Section 10-B, and he stated that he believed it meant it could be effective immediately at the Consultant's judgement, and suggested that there should be wording in there about the Board being given time to correct the defect rather than make an immediate reactive due to a single supervisor. Ms. Carpenter stated that this was of no concern due to how this Board is run. She also stated that this was a typical clause for this type of contract and that she would review. Ms. Burns also stated that she would discuss internally the language of this.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with Ms. Landgrebe, Ms. VanSickle, Mr. Howison and Mr. Costello in favor and Mr. Realmuto opposed, the Updated On-Site Staffing Agreement with GMS, was approved 4-1.

D. Review of Volunteer Safety Manual

Ms. Burns stated that this was provided by the insurance carrier and was a general guideline provided to volunteers the District would have.

Ms. Carpenter stated that it was suggested that if someone is doing work here, they should sign a waiver. Ms. Wells is to meet with the regular volunteers to go over this manual and have them sign it.

E. Consideration to Renew the Copier Lease

Ms. Wells stated that there was an agreement from DEX Imaging included in the agenda packet that the attorney had reviewed as well. Ms. Wells reviewed the agreement for the Board and offered to answer any questions.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Renewal of the Copier Lease, was approved.

F. Discussion Regarding Security (requested by Supervisor Costello) NOT CLOSED SESSION

Mr. Costello stated that he and Ms. Wells met with a security representative, and that he and Mr. Mecsics attended a Lake Ashton community development meeting. Mr. Costello offered to answer any questions from the Board.

G. Discussion Regarding Reserve Study/Strategic Planning (requested by Supervisor VanSickle)

Ms. VanSickle stated that staff did a wonderful job on the Reserve Study. She also stated that there may need to be a line added for acquisition, and also needed to look at the Thompson Nursery road widening.

Ms. VanSickle also stated that she contacted all of the county commissioners and one responded regarding the safety aspect of the road widening.

Ms. VanSickle also reviewed the Focus 2025 and asked the Board if there were any items they felt strongly about moving forward on. Mr. Costello stated that they should look into getting a generator. Mr. Realmuto agreed and stated that they need to look into being able to provide electricity in emergency circumstances.

There was a discussion regarding the fitness center being open 24 hours a day. Ms. Carpenter stated that security would be an issue. Mr. Costello stated that safety could be an issue as well.

Ms. VanSickle stated that the Reserve Study should be updated to include current scenarios. The Board discussed that they would review this and work toward getting it updated.

H. Discussion Regarding Thompson Nursery Road Expansion (requested by Supervisor Landgrebe)

Ms. Landgrebe stated that they needed to discuss the concerns from the residents that the road expansion has brought. Mr. Costello stated that the Board needed to be proactive and look at the possibilities the road expansion would bring. Mr. Howison stated that he believed that the Board was doing what they could do based on the facts that had been presented currently.

Ms. Landgrebe asked if there would be a way to get official information from the county regarding the dimensions of the project. Mr. Howison replied that they had been informed that the final design of the Thompson Nursery Road expansion was scheduled to be completed in the 3rd quarter of 2023, likely around July, and construction would begin around 2025, lasting about 2 years. He also stated that all of that was subject to change. Ms. Carpenter stated that once those plans are public, copies could be obtained by the District for no charge.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Ms. Carpenter stated that they were finishing the restaurant lease this month. She also stated that she was working on small contract things as well. The Board did not have any questions.

B. Engineer

i. Consideration of Proposal from Cloud 9 Services, LLC to Clean and Jet Storm Line to Locate Outfall

Mr. Rayl presented the Engineer's Report to the Board. Mr. Rayl stated that they obtained quotes to clean the storm sewer line on Dunmore where the drainage was slow and it was suspected there was a blockage in the line. There were two quotes submitted, and after evaluated, Mr. Rayl suggested the quote from Cloud 9. The quote was included in the agenda package.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Proposal from Cloud 9 Services, LLC to Clean and Jet Storm Line to Locate Outfall, was approved.

Mr. Rayl also gave an update on a fluid spill that they suspected was from the sanitation pickup in the community. He stated that he reached out to the City of Lake Wales the same day and did not hear back. Mr. Rayl is monitoring that and will continue to try to get their attention about the matter.

Mr. Rayl stated that he had been coordinating with staff regarding Reserve Study items. He also stated that his team was looking into shoreline stabilization in Lake Ashton.

C. Lake Ashton Community Director

i. Discussion Regarding Adding a Ramp to the Clubhouse Pet Play Park

Ms. Wells presented the Community Director's Report and offered to answer any questions. The report was included in the agenda.

Mr. Rayl commented that he spoke to the new restaurant owner about the cooking oil issues the community has had in the past, and the restaurant owner uses a more modern system that prevents those types of issues.

Mr. Realmuto asked for an update regarding the letter from the HOA mentioned in the report. Ms. Landgrebe said that they had responded to the letter, and the HOA stated that they had moved to a new phone number already and would be receiving a new phone. The original request for this had stemmed from a mutual discussion on the issue.

Ms. Wells led a discussion regarding the placement of the smoking area. The Board decided to designate the south portion of the east parking lot.

Ms. Wells brought to the Board that a resident had requested a ramp be installed in the Pet Play Park for dogs. The drawing of this was included in the agenda package. The resident would pay for the construction of the ramp and installing it. Ms. Carpenter added that the District would need to make sure they have the right to remove it if it doesn't remain up to District standards. The Board discussed, and decided to table this to the next meeting so anyone who supported it or has issue can come forward then to discuss it.

D. Operations Manager Report

i. Landscaping Reports and Additional Items

Mr. Fisher presented the Operation Manager's report to the Board. He reviewed the report and offered to answer any questions from the Board.

Yellowstone Landscaping presented a proposal for the work needed for plant removal and the addition of new plants. The Board discussed, and there were two choices. One was to do the work now, and the other was to wait until October, which would be the next fiscal year. Ms. VanSickle and Mr. Costello stated that they would like it done now, due to possible pricing differences later. Mr. Realmuto was in favor of the project but wanted to wait until the next fiscal year when the money was budgeted for.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with Ms. VanSickle, Mr. Costello, and Ms. Landgrebe in favor, and Mr. Howison and Mr. Realmuto opposed, the Proposal from Yellowstone Landscaping, was approved 3-2.
--

Regarding the irrigation meter options included in the agenda and Field Operations Manager report, the Board discussed and they agreed to give staff direction to move forward with Option 4.

ii. Consideration of Quotes to Install a Handicap Door Opener

Mr. Fisher presented the options for the handicap door opener, and stated that they reached out to 3 vendors. The proposals were included in the agenda. The Board decided to choose the proposal from Precision Safe and Lock, which Mr. Fisher suggested as well.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, the Proposal from Precision Safe and Lock to Install a Handicap Door Opener, was approved.

E. District Manager's Report

Ms. Burns presented her report to the Board. She gave an update and stated that the tax-exempt application deadline was March 1, but because they have not had any change in the usage or have not acquired any property, Polk County did not require them to update that. She offered to answer any questions from the Board.

NINTH 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 Summary

Ms. Burns presented the financials and offered to answer any questions that the Board had.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, the Check Run Summary, was approved.

TENTH ORDER OF BUSINESS

Public Comments

Mr. Howison opened it up to public comments.

Tom Scali (Resident, 3084 Dunmore Drive): Mr. Scali asked the Board if in the future there could be a screen attached in the Clubhouse so they can enclose the area. Mr. Howison stated that they would look into that. Mr. Scali also asked for an update on the marina and if there were safety hazards regarding it. Ms. Burns replied that as far as hazards, the marina is not CDD owned property or area so they do not have an answer to that. Mr. Scali also asked the Board for a security update regarding the community. Mr. Costello replied that they were being proactive and looking at different things.

ELEVENTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

Mr. Howison asked for any supervisor comments or open discussion.

Ms. Landgrebe stated that the HOA had changed their meeting dates and times, and they now meet on Tuesday evenings at 6:30 p.m. in the craft room.

Ms. Landgrebe also stated that she will not be able to attend the March meeting.

Mr. Realmuto stated that he agreed with Mr. Scali and the Board needed to take a more aggressive role in what is happening outside of Lake Ashton.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the meeting was adjourned.

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

CHARM CITY AT LAKE ASHTON LLC
A LIMITED LIABILITY COMPANY
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 10 day of March, 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 **CHARM CITY AT LAKE ASHTON LLC**, a limited liability company, 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 other than the Pavilion, and if elected, any proposed catering by Tenant shall be done with no impact on restaurant service or operations.
- 1.1.4 **Pavilion:** The Pavilion is not included in this Agreement. No Restaurant services are to be provided to the Pavilion.

1.1.5 Food Trucks: Landlord may utilize food trucks during Restaurant operational hours or for special events; however, the services provided by food trucks shall not conflict with Tenant's Restaurant menu.

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 April 15, 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 and -- months (to correlate with Landlord's fiscal year beginning October 1) beginning on the Commencement Date and terminating and expiring at 11:59 p.m. on the last day of the Agreement Term, with an option to renew for three (3) additional years. 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 for the three year option period.

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 Five Thousand and No/100 Dollars (\$5,000.00) 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 XIX 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 limited trash removal services 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. Limited trash removal services include pickup once per week for trash and once per month for recycling; Tenant shall be responsible for any additional pickups. 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 similar restaurants 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: Charm City at Lake Ashton LLC
330 Old Bartow Eagle Lake Road
Bartow, Florida 33830
Attn: Nik Minadakis

1.12 Liquor License. Tenant shall serve alcoholic beverages in support of the restaurant operation. Tenant shall supply alcohol service to all functions so long as Tenant receives reasonable prior notice. 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 similar 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. Tenant shall provide alcohol services at all times, with reasonable prior notice, even if the Restaurant is closed for business at that time.

(b) Operating Standards. Tenant shall occupy, operate and manage its business on the Premises in accordance with the professional standards for a similar establishment or business in the area. 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 similar 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 six (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 current conditions of the Premises in compliance with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence 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. All alterations shall comply with the then-current federal, state or local laws, ordinances, rules and regulations.

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 Effective 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 Effective 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, 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, reasonable wear and tear and loss excepted, 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 option to renew 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 or any equipment owned by Landlord; Tenant may claim depreciation for Tenant's solely owned equipment. 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) Start Up Period (Six (6) months from the Commencement Date): \$100.00 per month (Rent will not be prorated based on actual Commencement Date)
- (b) Off Season (May 1 through October 1 – beginning October 1, 2023): \$1,500.00 per month
- (c) In Season (November 1 through April 1 – beginning November 1, 2023): \$2,000.00 per month

Base Rent includes electric, water, limited trash removal services, property taxes and Landlords' administrative costs. Base Rent is subject to increase annually beginning on October 1, 2024 by the lesser of (i) three (3) percent, or (ii) the aggregate annual change in the Consumer Price Index ("CPI"). CPI shall mean the United States Department of Labor, Bureau of Labor Statistics' CPI of All Urban Consumers for the United States City Average for All Items or the successor to such Index. Annual increases shall be calculated for the fiscal year of Landlord, October 1 through September 30 of 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, of thirty (30) days or less. 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 Permitted Uses only. 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, such as special events, 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, after two (2) written warnings to a vehicle or employee, 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, unless required by court order. 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 an operation similar to restaurants in the area 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 casual uniforms 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. Clothing shall not have rips, tears or holes.

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 similar restaurant in Central Florida. 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 15.1 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. 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 prior to the Effective 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 Rent 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. In the event Tenant cannot operate its business for a period of more than thirty (30) days, Tenant may request an abatement of Rent for the period beginning on the thirty-first (31st) day.

17.5 Major Destruction. Notwithstanding 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, without prior written approval of the Board of Supervisors, 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 untenantable, 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 untenantable, 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. ATTORNMENT

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 limited liability company and the person or persons executing this Agreement on behalf of Tenant hereby covenant and warrant as of the Effective Date that: (i) such limited liability company is duly established in and qualified to do business in the State of Florida; (ii) such limited liability company 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 and use of Premises. 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 March, 2023.

ATTEST:

By: 
Print: Daborah J. Landgober
Secretary/Asst. Secretary


LANDLORD:

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

By: 
Print: Lloyd Howison
Title: Chairman

WITNESSES:

X 
Print: Frances Houvardas

X 
Print: Christine Wells

TENANT:

CHARM CITY AT LAKE ASHTON LLC,
a limited liability company


By: 
Print: Nik Minadakis
Title: Owner

EXHIBIT A

SITE PLAN OF THE PREMISES

("Premises", inclusive of Patio area)

DRAFT

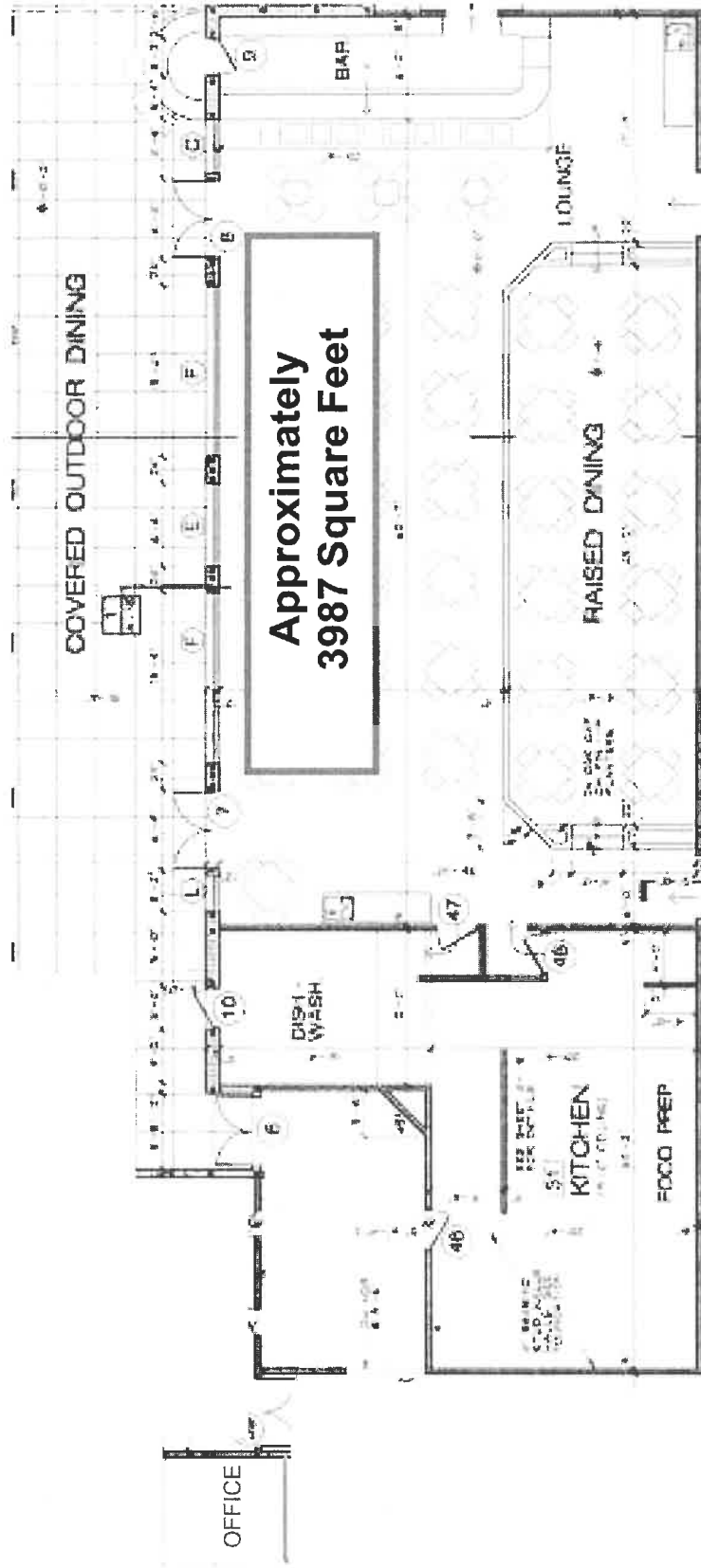


EXHIBIT B

RULES AND POLICIES OF THE LANDLORD

[See attached]

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS.....	1
II. PURPOSE.....	3
III. AUTHORIZED USERS	4
IV. IDENTIFICATION CARDS	5
V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY	5
VI. SUSPENSION AND TERMINATION OF PRIVILEGES.....	6
VII. RESERVING FACILITIES.....	8
VIII. RENTAL FACILITIES TERMS	9
IX. CLUBS, GROUPS, AND ORGANIZATIONS.....	9
X. AMENITY POLICIES – GENERAL USAGE.....	10
XI. AMENITIES POLICIES – SPECIFIC USAGE	14
i. BOCCE	14
ii. BOWLING.....	15
iii. CARD ROOMS/HFC BILLIARD ROOM/CLUBHOUSE GAME ROOM/HFC POKER ROOM	15
iv. CINEMA	15
v. CLUBHOUSE BALLROOM	16
vi. CRAFT ROOMS	16
vii. FITNESS CENTERS	16
viii. GOLF COURSE	17
ix. HFC COMMUNITY CENTER	18
x. HORSESHOES	19
xi. INDOOR SPORTS COURTS.....	19
xii. LIBRARY/MEDIA CENTERS	19
xiii. LOBBY	20
xiv. MEDIA	20
xv. PAVILION.....	21
xvi. PET PARKS.....	21
xvii. PICKLEBALL	22

xviii.	PONDS (FISHING)	23
xix.	ROSE GARDEN AND OUTDOOR KITCHEN	23
xx.	SHUFFLEBOARD	24
xxi.	SPAS	24
xxii.	SWIMMING POOLS	24
xxiii.	TENNIS COURTS.....	26
xxiv.	WILDLIFE.....	27
XII.	USE AT OWN RISK; INDEMNIFICATION	27
XIII.	SOVEREIGN IMMUNITY	28
XIV.	SEVERABILITY	28
XV.	OTHER RULES AND POLICIES	28

**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(s), the Amenity Manager(s) 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 update 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 "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 deportment 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, make use of or accept 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, Eagles 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;
8. fails 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, Eagles 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 resident resides, whichever occurs first. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to the District's Board 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 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 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 three (3) times in a six (6)-month period then the reservation may be revoked by the Amenity Manager. This does not apply to a Club, Group, or Organization 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 the 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 fifteen (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/Groups/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 fourteen (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 Bylaws.

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 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 sixteen (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 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, 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 Districts.

OPEN PLAY: 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 "firstcome, first served" basis. Usage during open play is limited to one (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.

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 at this Amenity. When multiple group activities are scheduled, please be courteous of others.

ii. BOWLING

1. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
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.
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).
4. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
5. No food or drink is allowed in the approach area.
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.
7. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
8. Return all balls and shoes to racks when you have finished bowling.
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.
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.
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. 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 made available for use by another group or Individual.
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.
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 fifty-five (55) and admittance is on a "first come, first served" 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 Club, Group, Organization, 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 owners' 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 fourteen (14) – seventeen (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 (30) 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 equally 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 Club, Group, Organization 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 owners' 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 District's 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 (30) 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. Non-reserved courts are available on a "first come, first served" basis.
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.
3. Use of a pickleball court is limited to one (1) hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
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.
5. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
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.
7. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
8. No jumping over nets.
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.
10. Court hazards or damages must be immediately reported to the Amenity Manager for repair.
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.
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.
13. No chairs, other than those provided by the District are permitted on the courts.
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 who 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. Non-reserved courts are available 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.

EXHIBIT C

LANDLORD'S INVENTORY

[See attached]

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 16z	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>	<u>Quantity</u>
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, 1 qt, 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]

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

Lake Ashton CDD 5-year plan DRAFT for discussion

Where do we want to be in 5 years?

1. Improved safety and security
A new and stronger fence or wall that will better protect our community.
Engineer and county-suggested makeup and placement dependent on widening of Thompson Nursery Road
Additional safety and security measures as needed- possibly cameras or additional lighting
Consideration of scheduling and use of gate attendants and rovers as development surrounds the community.
Consideration of deterrents to unauthorized breached access -bougainvillea strategically planted.
2. Possibly a new entrance and exit pattern
Thompson Nursery Road is widened and a traffic light is installed.
Traffic Engineer and CDD engineer
Use of Berwick gate as emergency exit for fire and rescue vehicles?
3. Improved gatehouse function and possible relocation
Will it need to be moved? If so, how far back would it need to be?
How will any relocation affect Lake Ashton Blvd?
Is there a better or more efficient access method? License plate reader, RFID reader
Are additional security and safety measures needed at the gatehouse?
4. Acquisition of additional property to add parking and amenity space to our community possibly with added rental income.
How would we fund this? Owner financing? Leasing? First right of refusal? Option to buy?
Bonds? Lease to buy?
What would be our priorities for the additional space? Control of what is across the street, new amenities, added parking, rental income, additional amenity space.
What are resident priorities to be readily available within the community? Health and beauty services, medical services, ATM, Banking, coffee or snack shop, boutique shops ?
5. An accessible community where all our residents can participate to their desired extent.
Independent access to the pool
Permanent Spa handicap lift
Access to Garden area and Chess Board
Closer golf cart parking for those needing it to the pool area
Access to the stage
More handicap parking spots.
Access to pool from the restaurant patio
6. Better prepared for emergencies
Generators and emergency backup lights
Assessment of what needs to be backed up- refrigeration, means of communication to residents during an emergency. Do we see this as a priority?
A safe space if a home is impacted.
Would a generator be more of a priority at the gate house?
7. Golf course bridges and cart paths in safe and usable condition

Erosion areas addressed as per engineer.

Maintenance and repairs as per engineer

8. Getting back our WOW factor through facility and landscape maintenance and enhancement
Ensure landscape contract is contract compliant-renew, refresh, enhance.
Watch for areas needing attention.
Facilities-Fix the little things quickly
Schedule of routine tasks on a rotation so everything stays always looking good.
Update and enhance rear garden area. Make more user friendly as an amenity destination or gathering area, (not just a pass through area) and appealing to add rental value to our venue
Swings overlooking the lake or garden area.
Refurbish pool and pool area.
Stay on target with reserve study and schedule of capital reserve projects.
9. Roads in good shape-pavement management schedule as per Alan and reserve study
10. A respectful and neighborly community where everyone drives the speed limit undistracted and with courtesy, stops at stop signs and picks up their dog poop-We can hope! Continued education and encouragement.
11. Updated and functional reserve study-This is a fluid document and algorithm needs to be run yearly.
Update to include items not formerly included- engineer input.
Taking into consideration of \$300 increase in assessment last year and determining what the yearly recommended reserve contribution should be.
Lighting decision
Taking inflation rates into account
Establishing priorities
12. Building refurbishment to better accommodate residents.
Reconfigure areas to better utilize the space available.
Updated and functional ballroom kitchen
Expand card room to accommodate more tables.
Refurbish ballroom to be more inviting for our resident functions and more attractive to generate rental income-new carpeting, painting, possible acoustic panels, updating dressing rooms to be more usable and functional during shows or weddings.
Add wiring and lighting for 3rd billiards table. Resident partnership to add 3rd table.
Creatively carve out more amenity, storage, and office space

What do we need to add/delete or change?

SECTION B

SECTION 1

*Item will be
provided under
separate cover.*

SECTION C



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Samuel Gerace
Telephone: 7272405205
Email: samuel.gerace@charter.com

Customer Information

Customer Name Lake Ashton Community Development District	Order # 13622880	
Address 4141 ASHTON CLUB DR LAKE WALES FL 33859		
Telephone (863) 324-5457	Email: cwells@lakeashtoncdd.com	
Telephone (863) 324-5457	Email: smoreland@lakeashtoncdd.com	
Contact Name Christine Wells	Telephone (863) 324-5457	Email: cwells@lakeashtoncdd.com
Contact Name Sheila Moreland	Telephone (863) 324-5457	Email: smoreland@lakeashtoncdd.com
Billing Address 4141 ASHTON CLUB DR LAKE WALES FL 33859		

NEW AND REVISED SERVICES AT 4141 Ashton Club Dr , Lake Wales FL 33859				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Promotional Voice Discount - 3 Months Free	36 Months	1	\$ 0.00	\$ 0.00
Unified Communications with RingCentral Standard Seat	36 Months	5	\$ 22.00	\$ 110.00
TOTAL*				\$110.00


ONE TIME CHARGE(S) AT 4141 Ashton Club Dr , Lake Wales FL 33859			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Remote Professional Install - UC with RingCentral	1	\$0.00	\$ 0.00
Cisco CP6821 (w/PS) - 36 month EIP - UC with RingCentral	5	\$540.00	\$ 540.00
TOTAL*			\$540.00



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

Some or all of your order is subject to a promotional offer, of which the full Terms & Conditions can be found by going to the following URL:
<https://enterprise.spectrum.com/legal/3-months-free.html>

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE	DocuSigned by:
	
Signature: _____	8E13C3CE3778437...
	Christine wells
Printed Name: _____	
	Community Director
Title: _____	
	3/13/2023
Date: _____	



This page intentionally left blank

TERMS AND CONDITIONS FOR RESALE OF RINGCENTRAL EQUIPMENT

TO SPECTRUM ENTERPRISE CUSTOMERS

THESE TERMS AND CONDITIONS FOR RESALE OF RINGCENTRAL EQUIPMENT ("**Terms**") are entered into as of the signature date below by and between Charter Communications Operating, LLC, on behalf of itself and its operating subsidiaries providing the equipment ("**Spectrum**"), and the customer identified below, ("**Customer**"), and together with Spectrum, the "**Parties**", and each, a "**Party**".

1. Sale of Equipment and Provision of Services.

Spectrum shall sell to Customer and Customer shall purchase from Spectrum the phone equipment set forth on an Order ("**RingCentral Equipment**") in the quantities and at the Price (as defined herein) set forth on such Order. The RingCentral Equipment contains no intellectual property or other materials of Spectrum. In addition to the RingCentral Equipment, Customer will purchase from Spectrum and Spectrum will provide to Customer those Services related to and used with the RingCentral Equipment, as set forth on one or more Orders.

2. Entire Agreement. (1) These Terms, (2) each individual Order, and (3) the Spectrum Enterprise Service Agreement ("**Service Agreement**") provided to Customer with the Services together create one complete agreement between Customer and Spectrum and constitute the entire agreement and understanding between the Parties with respect to the RingCentral Equipment and Services and the subject matter herein ("**Agreement**"). Capitalized but undefined terms shall have the meanings ascribed to them in the Order and/or Service Agreement. This Agreement supersedes all prior understandings, promises, and representations, both oral and written, between the Parties regarding the purchase and sale of RingCentral Equipment. For avoidance of doubt, unless otherwise specific to the delivery of Services, and notwithstanding the reference to "Service" in the Service agreement, all provisions set forth in the Service Agreement that are not otherwise expressly stated in these Terms are hereby incorporated and apply to the resale of the RingCentral Equipment under these Terms. In the event of a conflict between these Terms and the Service Agreement, the terms and conditions in these Terms apply. Overlapping terms and conditions in the Service Agreement are additional to but not in lieu of these Terms. If the Service Agreement or the Order for Services expires or is terminated, the Service Agreement provisions will survive and will continue to apply to these Terms and to the RingCentral Equipment.

3. Delivery. Spectrum shall deliver the RingCentral Equipment to the Service Location identified on the Order.

4. Title and Risk of Loss. Customer shall receive title to the RingCentral Equipment and bear all risk of loss or damage to RingCentral Equipment, upon delivery of the RingCentral Equipment by Spectrum or its distributor to the carrier at the distributor's warehouse for shipping in accordance with the Order, irrespective of payment by Customer.

5. Price. Customer shall purchase RingCentral Equipment from Spectrum at the price (the "**Price(s)**") set forth in the Order. All Prices are exclusive of all sales, use and excise taxes, and any

other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Spectrum's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Payment Terms. Customer shall pay the Service Charges, including the Price for the RingCentral Equipment, in the amount specified on the Order and other applicable charges as described in this Agreement. Customer may elect to pay the full amount of the Price, in one lump sum, or Customer may elect to pay the Price in equal installments as set forth in the Order, notwithstanding the references to "One Time Charge(s)" on the Order. With respect to the sale of RingCentral Equipment, all applicable taxes shall be billed (i) with the full purchase price of the RingCentral Equipment, or (ii) when the first installment payment is due. If Customer elects to pay the Price pursuant to the installment payments set forth in the Order, Spectrum will charge the payment method associated with Customer's account every month for the amount due. If the payment authorization fails for the amount due for any Spectrum Service, or the RingCentral Equipment, then Spectrum, at its sole discretion and in accordance with and subject to applicable law, may suspend or disconnect any or all Service(s) (or any portion thereof) provided by Spectrum and take repossession of RingCentral Equipment. Further, upon Customer's failure to make any required payment when due, to the extent permitted by applicable law, Spectrum may, in addition to any other rights and remedies afforded to it, demand immediate payment in full of the entire remaining balance along with Spectrum's costs of collection. Customer must maintain a current valid payment method on its installment plan account at all times.

7. No Setoff. Customer has no right to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Spectrum against any other amount owed (or to become due and owing) to it by Spectrum or its affiliates, whether relating to Spectrum's or its affiliates' breach or non-performance of this Agreement or any other agreement between Customer or any of its affiliates, and Spectrum or any of its affiliates, or otherwise.

8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS DECISION TO PURCHASE AND USE THE RINGCENTRAL EQUIPMENT, AND DOES SO AT ITS OWN RISK AND WITH THE UNDERSTANDING THAT, EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, THE RINGCENTRAL EQUIPMENT IS PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, THAT THE RINGCENTRAL EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, CUSTOMER ASSUMES ALL RISKS AND LIABILITY WHATSOEVER RESULTING FROM PURCHASE,

POSSESSION, USE OR DISPOSITION OF THE RINGCENTRAL EQUIPMENT. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM SHALL HAVE NO LIABILITY WITH RESPECT TO THE RINGCENTRAL EQUIPMENT, INCLUDING HAVING NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF CUSTOMER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Indemnification.** Customer, at its own expense, shall indemnify, defend, and hold harmless Spectrum Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses, including reasonable attorney and other professional fees and court costs, incurred by Spectrum Indemnified Parties, that arise from or relate to any one or more of the following: (i) Customer's use or misuse of the RingCentral Equipment; (ii) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance; or (iii) failure to comply with this Agreement. Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

10. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

CUSTOMER EXPRESSLY AGREES TO THE ARBITRATION SECTION IN THE SERVICE AGREEMENT, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT THROUGH ARBITRATION; AND ACKNOWLEDGES THAT BY AGREEING TO ARBITRATION, CUSTOMER IS RELINQUISHING CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer:

Customer Legal Entity Name: Lake Ashton Community Development District ("Customer")

DocuSigned by:

By:



8E13C3CE3778437...

Name (printed): Christine wells

Title: Community Director

Date: 3/13/2023

SECTION VII

SECTION B



03/20/2023

Lake Ashton I CDD Meeting

Engineering Report

- 1) **3044 Dunmore Storm Line**
 - **Work completed 03/09.**
- 2) **Potential Spill from Sanitation Truck**
 - **No response was received from the city.**
- 3) **Coordination with Staff on Reserve Study Items**
- 4) **Lake Ashton Shoreline Stabilization Investigation**
 - **Coordinating with material supplier for costs and installation specs.**
- 5) **Hole #1 Seawall Investigation**
 - **Meetings have been requested with contractors.**
- 6) **Drainage Investigation 4097 Dunmore**

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by:
Christine Wells, Community Director

Meeting Date: March 20, 2023



Events and Activities

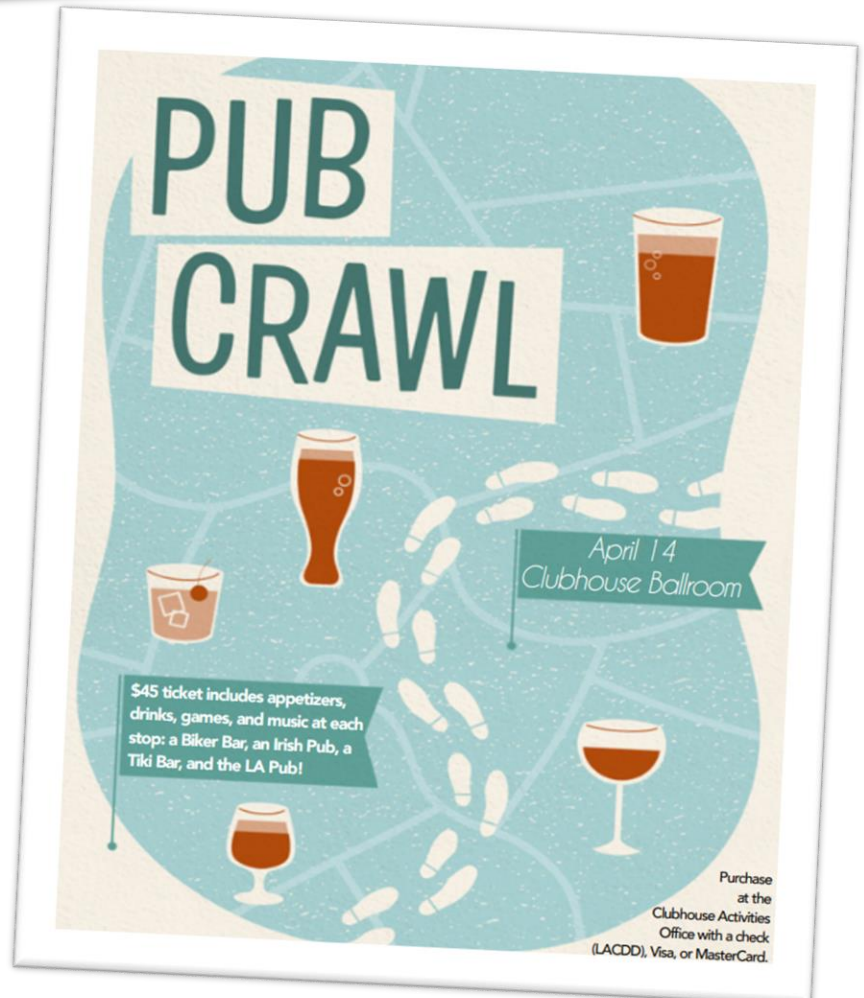
The last of the Entertainment Series Shows is on March 31. Staff has received many great compliments on the series. It is safe to say this was a great Reunion Tour!

Our next big event is the Fire of Georgia dance performance. This is on March 28. In April staff will host it's first Pub Crawl event. Get ready to "crawl" through the Clubhouse to experience an Irish Pub, Biker Bar, Tiki Bar and our very own LA Pub! This event will be catered by Charm City and will feature small plates at each pub along with a signature cocktail (alcoholic and non-alcoholic versions), beer, wine and water to keep everyone hydrated!



The following events are scheduled for March - May:

- 3/28 - Fire of Georgia
- 3/30 - Crafting w/ Carmen - Decorative Pizza Pan Door Hangers
- 3/31 - ETS: Edwards Twins
- 4/12 - Beaded Daisy Chain Craft
- 4/12 - Hump Day Karaoke
- 4/10 - Tarpon Springs Bus Trip
- 4/14 - Pub Crawl
- 4/21 - Volunteer Appreciation Event
- 5/2 - Deep Sea Fishing Bus Trip
- 5/5 - Terra Cotta Pots Painting Class
- 5/6 - Derby Day Party
- 5/10 - 5/15 - Nashville Bus Trip
- 5/19 - Bloomin' Beauties (Annual Ladies' Luncheon)



April is Volunteer Appreciation Month and staff is working on a schedule of free events and giveaways to show appreciation to all volunteers at Lake Ashton. This will be announced in the April edition of the *LA Times*.

The photo contest is complete and the winners are listed below. Soon these pictures will be found in the Clubhouse for residents to admire for years to come.



1st Place: Dennis Krupinski

- 2nd Place 1st row left: Dennis Krupinski
3rd Place 1st row right: Brad Kirwan
4th Place 2nd row left: John Garner
5th Place 2nd row right: Dennis Krupinski
6th Place 3rd row: Gloria O'Rourke

Restaurant Update:

- The lease was executed on Friday, March 10. All insurance documents and the security deposit has been received.
- A propane gas regulator that services the Restaurant was replaced on the outside of the building.
- A button was replaced on the garbage disposal.
- Miller's Central Air conducted a second review of the refrigeration equipment and determined the walk in freezer needed a new digital thermometer and both the walk in cooler and freezer condenser coils needed to be cleaned. The walk-in cooler also needs insulation installed inside and outside at condenser. In addition, the condenser coils needed to be cleaned on the 2 beer coolers at the bar. This work is scheduled to be completed on Tuesday, March 14.
- A thermostat was replaced in the water booster for the dishwasher.
- The "Ashton Tap and Grill" mirror decal was removed by Staff.
- All Ashton Tap and Grill signs have been removed. Staff is looking into refurbishing two of the signs to be used to identify the Activities Office and Club Office.

Newsletter:



The March Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on March 1. This issue featured a cover promoting the LAPAC Community Showcase and showing the wonderful cast and crew. The back cover highlighted the BOLLA (Blankets of Love Lake Ashton) Trash to Treasure event. The April *LA Times* newsletter will be distributed on **Friday, March 31**.

Monday Coffee:

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

- March 27: Lake Wales Fire Department
- April 3: Lake Ashton's ASL Group – Learning to Hear with Your Eyes

Bill Skelton, Polk County Roads Project Liaison and Rick Wilson, Polk County Commissioner have both been contacted to speak at Monday Coffee in April or May.

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.
 - The meter that services an area bordering Thompson Nursery Road, near Aberdeen Lane has been disconnected as of March 1. A credit of approximately \$140 is expected as well.
 - Staff received confirmation that a credit has been issued for the brackets that have been charged on TECO bills. A TECO representative said they were unaware of the total amount but it would be reflected in the next billing cycle.
 - Staff is in the process of evaluating the internet/cable/phone bill for potential savings.
 - Staff is working with the Enterprise Manager on the install of the new phone system. It is anticipated that the new phones will be received in about 3 weeks. The new system will result in a savings of around \$200 per month.

- Staff is working with Spectrum on credits that should have been received since 4 phones and 8 cable boxes have been eliminated.
 - Staff is continuing to work with the HOA on getting the current HOA phone number ported so that equipment and dedicated line can be eliminated.
 - Staff is working with Spectrum to see if there are any savings that can be realized in reference to internet and cable services. This is the next step once the phone system is finalized.
- Staff is continuing to install sensors in areas throughout the Clubhouse.
 - Preventative maintenance of the bowling lanes at Lake Ashton has started as of March 2 and all paid pinsetters have been eliminated. There are three residents, Dennis Yenor, Ken Meyer, and Steve Martin that have volunteered to step in as pinsetters for leagues. Switching to preventative maintenance and eliminating the pinsetters will save the District approximately \$100 a month. However, in the first 6 months there will most likely be repairs needed once the lanes are evaluated in depth with the addition of the preventative maintenance plan.
 - The Ashton Tap and Grill delivery cart has been converted to a security golf cart, eliminating the need to purchase and additional security golf cart at this time. There was only the cost to move the led light from the old cart to the new one (\$165).
 - The renewal agreement with Dex included a lower cost for the copier lease and maintenance program. The changes that were negotiated by staff will result in a savings to the District of approximately \$400 per year in regards to the lease payment and quarterly maintenance agreement. This savings does not include the per copy savings. The per copy charge was decreased slightly with the new agreement.

Other Information:

- The designated smoking area has been established with communication going out to residents and staff. Two smoking outposts have been added to that area and the table and umbrella has been removed from the Ballroom Patio (the previous designated smoking area). A sign is in the process of being fabricated and a picture of the area, along with information regarding the change will be included in the April LA Times.
- A training session for desk volunteers has been set up for March 22. The newly adopted training manual will be reviewed and handed out at that time.
- A list of potential 2024 Capital Projects is being worked on and will be part of the budget packet, along with an updated reserve study that will be distributed prior to the budget workshop.
- Quotes will be presented under separate cover for the installation of an ice machine in the Ballroom Kitchen. Now that the Restaurant is leased out assess to an ice machine

for resident groups hosting events in the Ballroom should be considered. All equipment in the Restaurant as of now is for sole use of the Leasee.

- The renewal lease and maintenance agreement with Dex has been executed and the installation of the new copier is pending.
- The deposit has been paid for the replacement of the Restaurant awning. The installer has us on the schedule for July 2023. They are running 16-20 weeks from date of order.
- Staff included a note in the wrap up report to have anyone that would like to comment on the installation of ramp in the Pet Play Park to contact the Community Director. Staff received 2 comments NOT in favor of installation. No other comments were received as of 3/13/23.
- An update received from the Lake Ashton Community Action Committee was forwarded to all Supervisors. This includes the latest information regarding the communities that are being constructed around Lake Ashton.

Notice for any that want to attend:

City Of Lake Wales - Best Practices Symposium

March 20

2 - 5 PM

6:30-8 PM

Bok Tower Gardens

This is an informative symposium at the Bok Tower Gardens Auditorium. Presenters will share ideas, best practices, and lessons learned from peer communities that could be applicable to Lake Wales (and Lake Ashton). Presentations will be placed on the website for those not able to attend. From 6:30-8 p.m. will be the Community Kick-off Meeting where we'll review initial project goals and findings from the afternoon Symposium and discuss your ideas for Lake Wales.

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Completion	Current Status	Status Updated
Clubhouse and Other Grounds Projects						
Various Repairs to Restaurant Equipment	NTE \$6,705		1/23/2023		Warranty repairs to the Artic Air Cooler were completed on 2/9/23. The draft line was cleaned (\$150). The powerpak was evaluated and no repairs were needed. Two ice machines were cleaned (\$495). The walk-in freezer needs a new digital thermostat (\$424) and the condenser coils are scheduled to be cleaned (\$57). The walk-in cooler and the two beer coolers in the bar need the condenser coils cleaned (\$171). The walk-in cooler also needs insulation installed inside and outside at condenser (\$125) These refrigeration repairs are scheduled for 3/14/23.	3/13/2023
Install Handicap Door Opener on East Clubhouse Entrance	\$3,495.00		2/27/2023		The vendor has been contacted and parts have been ordered. Installation is pending arrival of the parts.	3/13/2023
Landscape Projects						
Refurbishment of the Landscape in the Median on Lake Ashton Blvd (Final Phase)	\$37,081.15		2/27/2023		This project is scheduled to start on March 20 with demo.	3/13/2023
Pet Play Park Refresh	No Charge			3/24/2023	The following will be done: installation of sod, evaluating irrigation, verticutting, aerification, and installation of a shell step-off at the interior entrance to the park	3/13/2023
Pavement Management/Stormwater Management/Bridges/Pathways						
Possible Hydraulic Fuel Leak from Sanitation Truck on Pavement in Community					The District Engineer is investigating a possible hydraulic fuel leak from a sanitation truck on pavement in certain areas of the community.	3/13/2023
Completed Projects						
Dunmore Drive Inlet Flush	\$1,875.55		2/27/2023	3/9/2023	Work was completed on 3/9/23. The District Engineer will be providing photos and video of the procedure.	3/13/2023

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Completion	Current Status	Status Updated
Replacement of AED in the Clubhouse and Roving Security Golf Cart	\$3260 (\$2760 with \$500 trade credit)		1/23/2023	3/13/2023	Units are installed and the old units were mailed on 3/13/23 to receive the \$500 trade-in credit	3/13/2023

SECTION D



Lake Ashton Community Development District Operations Manager Report

DATE: March 20, 2023

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – March 20, 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.

Pool/Spa Updates

Heartland Commercial Pool Services replaced the DE grids for the Pool.

Heartland Commercial Pool Services is ordering a new control panel and decal for the Weather King heat pump.

Landscaping Updates

Jose's report will be under a separate cover.

Staff's site visit report with Yellowstone on 3/9/2023 is attached.

Yellowstone removed 5 Magnolia trees located on the northern side of the Ballroom exterior. Staff is working with Yellowstone on replacements.



Yellowstone removed 4 Weeping Willow trees around the LAVA Memorial.

Yellowstone installed sod on the bare areas at the Pet Play Park. The park will be closed for 2 weeks. Estimated date of reopening is 3/24/23.



Facility Maintenance

Maintenance weekly checklist is attached.

Staff removed old urinal partition in the men's Fitness Center restroom and installed a new partition. Tile repair is pending.

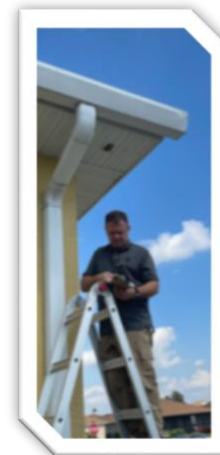
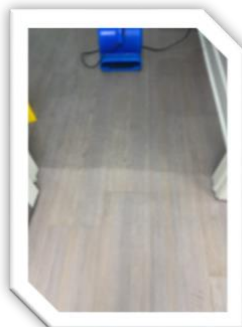
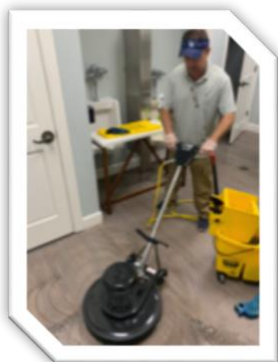
Staff replaced burnt fluorescent lights in the back of the Bowling Alley.

Staff pressure washed the pavilion including the concrete floors, screens, and soffits.

Staff repaired loose stop sign in the East parking lot.

Staff installed new spot light above the green fence area outside the Bowling Alley.

Staff scrubbed the vinyl flooring in the men's and woman's restroom in the main hallway.



Maintenance Project Forecaster

Scrub the Clubhouse foyer and hallway vinyl flooring. Estimated start date: 3/20/23

Pressure wash paver pathway on the northern and eastern side of the Clubhouse exterior.
Estimated start date: 3/27/23

Scrub the tile floors in the men's and woman's Fitness Center restroom. Estimated start date: 4/3/23

Yellowstone Compliance Checklist **3/9/2023**

Task		Remarks (Including Specific Areas for improvement)
Mowing	Satisfactory Unsatisfactory	Bi-Weekly Mow with the chute pointed away from the ponds.
Edging Completed	Satisfactory Unsatisfactory	
String Trimming	Satisfactory Unsatisfactory	
Weed Control Turf/Beds	Satisfactory Unsatisfactory	Dollar weed was treated near the Bocce Ball Ct. The weed is yellowing. Unknown weed found outside the Tennis Ct. (Northeast side) Rudy will take a look at. 3/1/2023 *See image below*
Shrubs/Ground Cover Care	Satisfactory Unsatisfactory	Blue Daze ground cover located at the northeastern part of the Clubhouse exterior is in rough shape. Plan is to see how the plants react during the Spring and add more to the area that were lost.
Tree Care	Satisfactory Unsatisfactory	Flush cut the 4 Weeping Willows near the Veterans Memorial. Flush cut the 5 Magnolias on the northwestern portion of the Clubhouse. 3/1/2023 Completed
Litter and Debris	Satisfactory Unsatisfactory	Please have staff not run over trash with the mowers. If they see trash pick it up.
Fountain Maintenance	Satisfactory Unsatisfactory	Mustard algae is present in the fountain in front of the Clubhouse. Staff will pressure wash by end of next week. I will inform Mario when complete so he can add chlorine tabs. 3/1/23
Pond Maintenance	Satisfactory Unsatisfactory	String trim the correct direction around ponds.

Reminders:

Irrigation Report- Any Repairs Needed.

Weed and Disease Control Monthly Report

Mulching – April and September- **I have noticed some areas that are bare. We can address this when we meet again.**

Annuals- December, April, and August

Tree Pruning-December and July



Yellowstone is installing sod on bare spots.

PPP needs to be closed done to allow the sod to root for 2 weeks.

Irrigation improvements from Yellowstone for the PPP. 3/1/2023



Declining Xzora need replacing.

-Dana mentioned he had the plants for this area already.

12/14/2022



Shell beds have another round of suckers popping through the shell. 3/1/23

This has been taken care of.



Yellowstone removed dead Dwarf ixora.

Replacements will be installed at no cost during the Lake Ashton Blvd enhancement.

3/1/23



The perennial Blue Daze in this area are not thriving. Multiple attempts of reviving were not successful.

Yellowstone believes the Blue Daze will rebound this Spring. Plan to fill bare areas asap.

3/1/23



Yellowstone is bidding removal of the fig from the columns along TNR, Olsen Rd and near the Gate House.

Also, they will provide the adjustment to the contract if this is done. 2/9/23

I have received the bid but not the adjustment to the monthly invoice if we decide to remove all the fig.



Example of areas identified as needing some mulch.

Not in the picture is spots of bare ground in the Reflection Garden where the Plumbago was trimmed back. 2/9/23

Pete mentioned he could get a pallet or 2 to hit the bare areas. ETA?

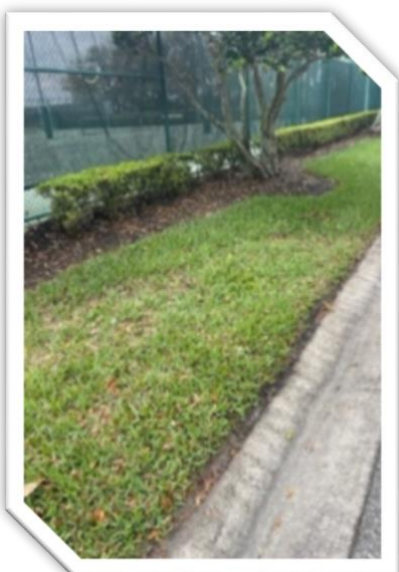


Weeds are heavy in the island with the Plumbago. 3/1/23
This is complete.



Yellowstone will be removing these 5 Magnolia trees.
The plants under are covered in black fungus.
Staff is determining what to put in this area once removal is complete.

3/1/23



Weeping Willows are going to be flush cut.

3/1/23

Yellowstone has provided a price to install 7 Weeping Bottlebrush trees.

Weeds present in this location.
Rudy needs to take a look at.

3/1/23

Dead Boxwood bush needs to be removed

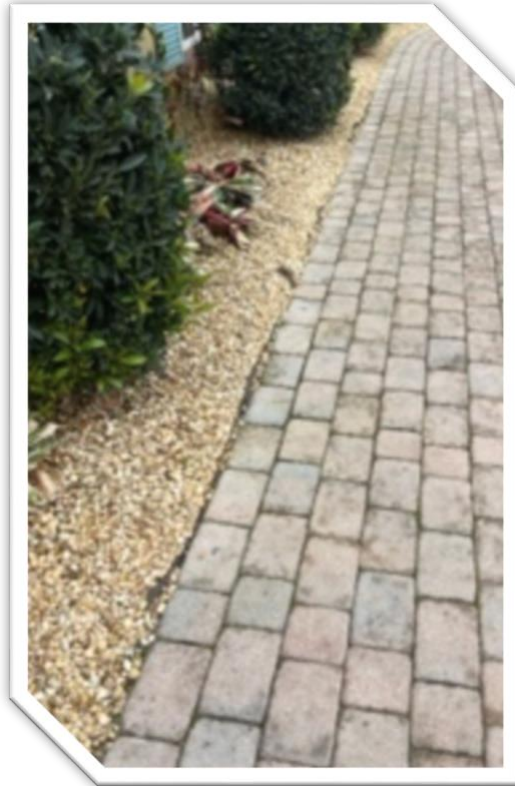


Leaves need to be removed
from under the two Magnolias.

3/1/23

There are many areas with weed barrier
visible. Please cut back or cover with
additional rock.

3/1/23



Date:

WEEKLY MAINTENANCE CHECK LIST

S	M	T	W	R	F	S	BALLROOM/DRESSING ROOMS/KITCHEN
							Check thermostats
							Wash tables and surfaces as needed (not less than once weekly)
							Straighten tables and chairs
							Remove trash in bins and take recycle items to appropriate container
							Vacuum carpeted areas daily
							Dust window sills and frames as needed (not less than once weekly)
							Check overhead lights and document any that are out
							Damp mop hard floors as needed (not less than twice weekly)

S	M	T	W	R	F	S	GAME ROOM
							Check thermostats
							Check overhead lights and document any that are burnt
							Straighten tables and chairs
							Vacuum carpet
							Dust wood trim around room as needed (not less than once weekly)
							Remove trash in bin

S	M	T	W	R	F	S	FOYER AND HALLWAY
							Check thermostat
							Check overhead lights and document any that are out
							Straighten furniture
							Dustmop floors as needed (not less than twice weekly)
							Damp mop hard floors as needed (not less than twice weekly)
							Dust wooden tables in foyer as needed (not less than once weekly)
							Vacuum rugs and mats as needed (not less than 3 times weekly)
							Damp wipe baseboards as needed (not less than once monthly)
							Clean windows inside and out as needed (not less than once weekly)

S	M	T	W	R	F	S	CARD ROOM
							Check thermostat
							Check overhead lights and document any that are out
							Straighten furniture
							Dust wooden tables and chair legs as needed (not less than once weekly)
							Vacuum as needed (not less than twice weekly)
							Dust window frames and sills as needed (not less than once weekly)
							Remove trash in bin

S	M	T	W	R	F	S	CRAFT ROOM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check thermostats
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wash tables and surfaces as needed (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Straighten tables and chairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove trash in bin
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacuum the tile floor daily
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust window sills, blinds, and frames as needed (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check overhead lights and document any that are out
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Damp mop tile floor as needed (not less than twice weekly)

S	M	T	W	R	F	S	CINEMA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check thermostat
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ensure the seats are safe (Tighten bolts to subfloor if needed)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacuum carpet as needed (not less than twice weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check for cob webs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check to see if the dehumidifier is running
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check to make sure the equipment is off
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check overhead lights and document any that are out
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust as needed (not less than once weekly)

S	M	T	W	R	F	S	POOL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Straighten all furniture
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove cob webs around the pool fence
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove all ripped or broken chairs (repair on the spot if possible)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacuum the pool if needed on the weekends AM before 6 AM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check the Pool/Spa heaters to ensure they are running.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check the gas level
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check if any exterior lights are out around the Pool and document
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wipe tables down as needed (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check to make sure both time clocks read the correct time
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Change out the Pool lift battery once weekly

S	M	T	W	R	F	S	FITNESS CENTER RESTROOMS
							Check paper products and soap dispensers
							Detail clean toilets, urinals and counter tops
							Dust dispensers
							Remove trash in bins
							Clean showers as needed (not less than twice weekly)
							Check overhead lights and document any that are out
							Vacuum and damp mop tile floors daily

S	M	T	W	R	F	S	HALLWAY/DRESSING ROOM RESTROOMS
							Check paper products and soap dispensers
							Detail clean toilets, urinals and counter tops
							Dust dispensers
							Remove trash in bins
							Check lights and document any that are out
							Vacuum and damp mop tile floors daily

S	M	T	W	R	F	S	BOWLING LANES
							Check thermostat
							Check to make sure the bowling balls and shoes are put away
							Straighten tables and chairs
							Remove trash in bin
							Wipe tables down
							Dust as needed (not less than once weekly)
							Vacuum as needed (not less than twice weekly)
							Check overhead lights and document any that are out

S	M	T	W	R	F	S	PET PLAY PARK
							Check pet waste pick up bags
							Remove trash from bins
							Straighten tables and chairs
							Wipe down tables as needed (not less than twice weekly)

S	M	T	W	R	F	S	MEDIA CENTER
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check thermostat
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check computers to ensure they log in to guest
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Straighten chairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove trash in bin
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wipe table and counter top down
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust blinds and window sills (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacuum as needed (not less than twice weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check overhead lights and document any that are out

S	M	T	W	R	F	S	CONFERENCE ROOM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check thermostat
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacuum and damp mop floor as needed (not less than twice weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Straighten chairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove trash in bin
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wipe table down
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust blinds and window sills (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check overhead lights and document any that are out

S	M	T	W	R	F	S	PAVILION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Straighten tables and chairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove trash from bins
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove cob webs inside and outside
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wipe down tables as needed (not less than twice weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Detail clean charcoal grills as needed (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check overhead lights and document any that are out

S	M	T	W	R	F	S	FITNESS CENTER
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vacuum drop mats and hard floor as needed (not less than twice weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Remove trash from bins
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust equipment as needed (not less than once weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check sanitary wipes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mop floor as needed (not less than twice weekly)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dust window and sills as needed (not less than once weekly)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check overhead lights and document any that are out
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check dehumidifier and empty as needed

***ALL ROOMS CHECK FOR WATER DAMAGED CEILING TILES**

*** ALL ROOMS CHECK FANS FOR DUST**

*** COBB WEB ALL WINDOWS & ENTRANCES**

NOTES

SECTION VIII

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
February 28, 2023

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
ASSETS:				
Cash-Wells Fargo	\$86,224	---	\$24,137	\$110,361
Due from Other Funds	\$528	---	---	\$528
Investment - State Board	\$1,024,014	---	---	\$1,024,014
Investment - State Board Capital Reserve	---	---	\$711,618	\$711,618
Investments:				
Series 2015				
Reserve A	---	\$210,125	---	\$210,125
Revenue A	---	\$414,053	---	\$414,053
Prepayment A-1	---	\$121,199	---	\$121,199
Prepayment A-2	---	\$8,349	---	\$8,349
TOTAL ASSETS	\$1,110,766	\$753,725	\$735,755	\$2,600,246
LIABILITIES:				
Accounts Payable	\$86,051	---	---	\$86,051
Due to Other Funds	---	---	\$528	\$528
Deposits-Room Rentals	\$4,225	---	---	\$4,225
TOTAL LIABILITIES	\$90,276	\$0	\$528	\$90,804
FUND BALANCES:				
Restricted:				
Debt Service	---	\$753,725	---	\$753,725
Assigned:				
Capital Reserve	---	---	\$735,227	\$735,227
Assigned	\$31,431	---	---	\$31,431
Unassigned	\$989,059	---	---	\$989,059
TOTAL FUND BALANCES	\$1,020,490	\$753,725	\$735,227	\$2,509,442
TOTAL LIABILITIES & FUND BALANCES	\$1,110,766	\$753,725	\$735,755	\$2,600,246

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended February 28, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/28/23	ACTUAL THRU 02/28/23	VARIANCE
REVENUES:				
Interest Income	\$1,000	\$417	\$4,822	\$4,405
Capital Reserve-Transfer In FY 22	\$455,901	\$455,901	\$455,901	\$0
TOTAL REVENUES	\$456,901	\$456,317	\$460,723	\$4,405
EXPENDITURES:				
Adopted FY 2023 Capital Projects:				
Ballroom Renovation	\$11,500	\$4,792	\$0	\$4,792
Treadmills (2)	\$10,000	\$4,167	\$0	\$4,167
Outdoor Pool/Spa Refurbishment	\$66,800	\$27,833	\$6,245	\$21,588
Lake Ashton Shoreline Restoration	\$16,000	\$6,667	\$0	\$6,667
Gate Operators with LED Gate Arms	\$10,000	\$4,167	\$0	\$4,167
Bocce Court Refurbishment	\$20,000	\$8,333	\$0	\$8,333
HVAC	\$27,000	\$11,250	\$616	\$10,634
Asphalt and Curblin repairs	\$20,000	\$8,333	\$0	\$8,333
Golf Course Pathways	\$10,000	\$4,167	\$0	\$4,167
Golf Course Bridge Maintenance	\$30,000	\$12,500	\$0	\$12,500
Pond Repairs	\$10,000	\$4,167	\$0	\$4,167
Paver Maintenance	\$11,500	\$4,792	\$0	\$4,792
Restaurant Equipment	\$16,000	\$6,667	\$0	\$6,667
Fence Repairs	\$0	\$0	\$3,500	(\$3,500)
Stormwater Management	\$0	\$0	\$24,243	(\$24,243)
Other Current Charges	\$650	\$271	\$19	\$252
Other BOS Approved Capital Projects				
LA Blvd. Refurbishment	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$259,450	\$108,104	\$34,623	\$73,481
Excess (deficiency) of revenues over (under) expenditures	\$197,451	\$348,213	\$426,100	\$77,886
Net change in fund balance	\$197,451	\$348,213	\$426,100	\$77,886
FUND BALANCE - Beginning	\$273,754		\$309,127	
FUND BALANCE - Ending	\$471,205		\$735,227	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended February 28, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/28/23	ACTUAL THRU 02/28/23	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$2,055,306	\$2,010,538	\$2,010,538	\$0
Rental Income	\$40,000	\$16,667	\$25,123	\$8,456
Special Events Revenue	\$130,000	\$130,000	\$155,638	\$25,638
Newsletter Ad Revenue	\$95,000	\$39,583	\$48,778	\$9,195
Interest Income	\$1,000	\$417	\$5,884	\$5,467
Insurance Proceeds	\$0	\$0	\$32,721	\$32,721
Miscellaneous Income	\$5,000	\$2,083	\$6,900	\$4,816
TOTAL REVENUES	\$2,326,306	\$2,199,288	\$2,285,582	\$86,293
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$1,667	\$1,700	(\$33)
FICA Expense	\$306	\$128	\$130	(\$3)
Engineering	\$60,000	\$25,000	\$6,402	\$18,598
Arbitrage	\$600	\$250	\$0	\$250
Dissemination	\$1,500	\$625	\$625	\$0
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0
Attorney	\$30,000	\$12,500	\$13,646	(\$1,146)
Annual Audit	\$3,850	\$1,604	\$0	\$1,604
Trustee Fees	\$4,310	\$1,796	\$0	\$1,796
Management Fees	\$63,248	\$26,353	\$26,353	\$0
Computer Time	\$1,000	\$417	\$417	\$0
Postage	\$2,500	\$1,042	\$774	\$268
Printing & Binding	\$1,000	\$417	\$2	\$415
Newsletter Printing	\$50,000	\$20,833	\$23,306	(\$2,473)
Rentals & Leases	\$5,500	\$2,292	\$1,802	\$490
Insurance	\$60,823	\$60,823	\$61,372	(\$549)
Legal Advertising	\$1,500	\$625	\$270	\$355
Other Current Charges	\$1,250	\$521	\$206	\$315
Property Taxes	\$0	\$0	\$0	\$0
Office Supplies	\$175	\$73	\$14	\$59
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$291,737	\$157,139	\$137,193	\$19,947

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended February 28, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/28/23	ACTUAL THRU 02/28/23	VARIANCE
<u>Field:</u>				
Field Management Services	\$408,176	\$170,073	\$170,073	(\$0)
Gate/Patrol/Pool Officers	\$310,273	\$129,280	\$128,444	\$836
Pest Control	\$4,690	\$1,954	\$1,570	\$384
Security/Fire Alarm/Gate Repairs	\$7,500	\$3,125	\$5,284	(\$2,159)
Telephone/Internet	\$13,600	\$5,667	\$5,317	\$350
Electric	\$220,000	\$91,667	\$93,850	(\$2,184)
Water	\$16,000	\$6,667	\$3,492	\$3,175
Gas-Pool	\$25,000	\$10,417	\$11,464	(\$1,048)
Refuse	\$14,000	\$5,833	\$1,583	\$4,250
Repairs & Maintenance-Clubhouse	\$57,600	\$24,000	\$24,142	(\$142)
Repairs & Maintenance-Fitness Center	\$3,000	\$1,250	\$751	\$499
Repairs & Maintenance-Bowling Lanes	\$17,000	\$7,083	\$3,726	\$3,357
Repairs & Maintenance-Restaurant	\$0	\$0	\$9,130	(\$9,130)
Furniture, Fixtures, Equipment	\$15,000	\$6,250	\$0	\$6,250
Repairs & Maintenance-Golf Cart	\$5,400	\$2,250	\$1,603	\$647
Repairs & Maintenance-Pool	\$20,000	\$8,333	\$14,967	(\$6,633)
Landscape Maintenance	\$194,520	\$81,050	\$80,810	\$240
Plant Replacement	\$7,000	\$2,917	\$2,314	\$602
Irrigation Repairs	\$3,500	\$1,458	\$0	\$1,458
Lake Maintenance	\$49,545	\$20,644	\$16,780	\$3,864
Wetland Mitigation and Maintenance	\$41,595	\$17,331	\$0	\$17,331
Permits/Inspections	\$2,200	\$917	\$1,249	(\$332)
Office Supplies/Printing/Binding	\$5,000	\$2,083	\$417	\$1,667
Operating Supplies	\$23,000	\$9,583	\$3,822	\$5,761
Credit Card Processing Fees	\$5,500	\$2,292	\$2,785	(\$493)
Dues & Subscriptions	\$9,000	\$3,750	\$2,061	\$1,689
Decorations	\$2,000	\$833	\$825	\$8
Special Events	\$130,000	\$54,167	\$119,792	(\$65,626)
Traffic Accident Repairs	\$0	\$0	\$6,085	(\$6,085)
Storm Damage	\$0	\$0	\$5,755	(\$5,755)
TOTAL FIELD	\$1,610,099	\$670,875	\$718,092	(\$47,217)
TOTAL EXPENDITURES	\$1,901,836	\$828,014	\$855,284	(\$27,270)
Excess (deficiency) of revenues over (under) expenditures	\$424,469	\$1,371,274	\$1,430,297	\$59,023
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)	\$915,374	\$974,396	\$59,023
FUND BALANCE - Beginning	\$31,431		\$46,094	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$1,020,490</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 February 28, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 02/28/23	ACTUAL THRU 02/28/23	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$208	\$2,759	\$2,551
Assessments - Levy	\$435,837	\$411,617	\$411,617	\$0
Assessments - Prepayments A-1	\$0	\$0	\$23,953	\$23,953
TOTAL REVENUES	<u>\$436,337</u>	<u>\$411,826</u>	<u>\$438,329</u>	<u>\$26,503</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>\$327,951</u>	<u>\$354,454</u>	<u>\$26,503</u>
Net change in fund balance	<u>\$18,587</u>	<u>\$327,951</u>	<u>\$354,454</u>	<u>\$26,503</u>
FUND BALANCE - Beginning	\$153,012		\$399,271	
FUND BALANCE - Ending	<u>\$171,600</u>		<u>\$753,725</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
--	--	-----------------------

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
<i>Revenues</i>													
Maintenance Assessments	\$0	\$456,778	\$1,456,638	\$57,942	\$39,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,010,538
Rental Income	\$9,000	\$3,650	\$6,373	\$2,300	\$3,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,123
Special Events Revenue	\$99,784	\$24,108	\$7,150	\$16,375	\$8,221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$155,638
Newsletter Ad Revenue	\$10,866	\$5,790	\$12,492	\$14,210	\$5,420	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,778
Interest Income	\$113	\$0	\$0	\$1,909	\$3,862	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,884
Insurance Proceeds	\$0	\$0	\$6,085	\$26,636	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,721
Miscellaneous Income	\$2,361	\$834	\$881	\$1,626	\$1,197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,900
<i>Total Revenues</i>	\$122,124	\$491,160	\$1,489,620	\$120,998	\$61,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,285,582
<u>ADMINISTRATIVE:</u>													
Supervisor Fees	\$417	\$0	\$208	\$1,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
FICA Expense	\$32	\$0	\$16	\$82	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130
Engineering	\$1,724	\$1,289	\$1,790	\$1,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,402
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$2,909	\$1,601	\$3,975	\$5,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,646
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	\$5,271	\$5,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,353
Computer Time	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Postage	\$133	\$88	\$92	\$259	\$202	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$774
Printing & Binding	\$0	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
Newsletter Printing	\$4,480	\$4,532	\$4,621	\$4,693	\$4,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,306
Rentals & Leases	\$163	\$163	\$1,253	\$224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,802
Insurance	\$60,813	\$0	\$0	\$559	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,372
Legal Advertising	\$270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270
Other Current Charges	\$81	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$206
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$8	\$0	\$3	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Total Administrative</i>	\$76,676	\$13,161	\$17,560	\$19,132	\$10,665	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$137,193

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2023

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	TOTAL
2022	2022	2022	2023	2023	2023	2023	2023	2023	2021	2021	2021	

Field:

Field Management Services	\$34,015	\$34,015	\$34,015	\$34,015	\$34,015	\$0	\$0	\$0	\$0	\$0	\$0	\$170,073
Gate/Patrol/Pool Officers	\$25,292	\$24,950	\$26,975	\$27,303	\$23,924	\$0	\$0	\$0	\$0	\$0	\$0	\$128,444
Pest Control	\$0	\$450	\$365	\$305	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$1,570
Security/Fire Alarm/Gate Repairs	\$248	\$683	\$2,100	\$0	\$2,254	\$0	\$0	\$0	\$0	\$0	\$0	\$5,284
Telephone/Internet	\$1,162	\$1,164	\$827	\$1,858	\$305	\$0	\$0	\$0	\$0	\$0	\$0	\$5,317
Electric	\$17,707	\$18,977	\$17,947	\$19,877	\$19,342	\$0	\$0	\$0	\$0	\$0	\$0	\$93,850
Water	\$965	\$772	\$657	\$383	\$714	\$0	\$0	\$0	\$0	\$0	\$0	\$3,492
Gas-Pool	\$2,164	\$2,153	\$2,057	\$3,324	\$1,766	\$0	\$0	\$0	\$0	\$0	\$0	\$11,464
Refuse	\$217	\$344	\$344	\$397	\$281	\$0	\$0	\$0	\$0	\$0	\$0	\$1,583
Repairs & Maintenance-Clubhouse	\$2,963	\$5,843	\$1,710	\$1,938	\$11,687	\$0	\$0	\$0	\$0	\$0	\$0	\$24,142
Repairs & Maintenance-Fitness Center	\$185	\$0	\$0	\$514	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$751
Repairs & Maintenance-Bowling Lanes	\$1,245	\$962	\$1,519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,726
Repairs & Maintenance-Restaurant	\$0	\$1,600	\$2,226	\$478	\$4,826	\$0	\$0	\$0	\$0	\$0	\$0	\$9,130
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance-Golf Cart	\$572	\$173	\$514	\$173	\$173	\$0	\$0	\$0	\$0	\$0	\$0	\$1,603
Repairs & Maintenance-Pool	\$3,075	\$5,695	\$300	\$4,196	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$14,967
Landscape Maintenance	\$16,210	\$16,210	\$16,210	\$16,210	\$15,970	\$0	\$0	\$0	\$0	\$0	\$0	\$80,810
Plant Replacement	\$0	\$0	\$2,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,314
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$3,895	\$3,895	\$3,895	\$3,895	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$16,780
Wetland Mitigation and Maintenance	\$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	\$1,249
Office Supplies/Printing/Binding	\$82	\$44	\$148	\$120	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Operating Supplies	\$2,027	\$730	\$538	\$527	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,822
Credit Card Processing Fees	\$235	\$1,314	\$521	\$341	\$373	\$0	\$0	\$0	\$0	\$0	\$0	\$2,785
Dues & Subscriptions	\$380	\$165	\$1,072	\$421	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$2,061
Decorations	\$0	\$0	\$769	\$57	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$825
Special Events	\$27,314	\$1,251	\$10,661	\$24,261	\$56,306	\$0	\$0	\$0	\$0	\$0	\$0	\$119,792
Traffic Accident Repairs	\$0	\$0	\$6,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,085
Storm Damage	\$0	\$500	\$5,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,755
TOTAL FIELD	\$140,613	\$121,889	\$139,613	\$140,592	\$175,384	\$0	\$0	\$0	\$0	\$0	\$0	\$718,092

OTHER FINANCING SOURCES/(USES)

Capital Reserve-Transfer Out	\$0	\$0	(\$455,901)	\$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	(\$455,901)
Excess Revenues (Expenditures)	(\$95,165)	\$356,110	\$876,546	(\$38,726)	(\$124,368)	\$0	\$0	\$0	\$0	\$0	\$0	\$974,396

SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

March 20, 2023

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
2/23/23	8533-8538	\$97,379.40
3/2/23	8539-8556	\$21,020.08
3/13/23	8557-8561	\$66,608.34
General Fund Total		<hr/> <u>\$185,007.82</u> <hr/>
<u>Capital Projects Fund</u>		
3/3/23	350	\$43,977.77
3/9/23	351	\$12,000.00
Capital Projects Fund Total		<hr/> <u>\$55,977.77</u> <hr/>

AP300R
*** CHECK NOS. 008533-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

RUN 3/13/23

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/23/23	00003	2/07/23 80318478	202301 310-51300-42000		*	64.15	
		DELIVERIES THRU 01/27/23					
		2/14/23 80382807	202302 310-51300-42000		*	30.17	
		DELIVERIES THRU 02/07/23					
				FEDEX			94.32 008533
2/23/23	00737	12/13/22 12132022	202212 300-20700-10000		*	26,635.88	
		REFUND DOUBLE PMT INS CLA					
				FLORIDA INSURANCE ALLIANCE			26,635.88 008534
2/23/23	00429	2/23/23 02232023	202302 300-20700-10200		*	19,698.44	
		TXFER OF TAX RECEIPTS					
				LAKE ASHTON CDD			19,698.44 008535
2/23/23	00164	2/03/23 109490	202301 310-51300-31500		*	5,160.96	
		SVCS-01/23					
				LATHAM, LUNA, EDEN & BEAUDINE,LLP			5,160.96 008536
2/23/23	00063	2/20/23 03092023	202303 320-57200-49400		*	28,489.80	
		03/09/23-GARY PUCKETT&UNI					
				WILLIAM CLARE ENTERTAINMENT			28,489.80 008537
2/23/23	00063	3/01/23 03312023	202303 320-57200-49400		*	17,300.00	
		03/31/23-THE EDWARD TWINS					
				WILLIAM CLARE ENTERTAINMENT			17,300.00 008538
3/02/23	00738	1/27/23 2261	202301 320-57200-54500		*	1,580.00	
		SUPPLIES					
		1/27/23 2261	202301 320-57200-34500		*	1,580.00	
		SUPPLIES					
				AED ONE-STOP SHOP			3,160.00 008539
3/02/23	00522	2/11/23 31468683	202302 320-57200-43201		*	822.30	
		PROPANE					
		2/14/23 31469680	202302 320-57200-43200		*	230.15	
		PROPANE					
		2/25/23 31473664	202302 320-57200-43200		*	336.85	
		PROPANE					
		2/28/23 31474671	202302 320-57200-43200		*	376.65	
		PROPANE					
				AMERIGAS			1,765.95 008540
3/02/23	00673	1/09/23 56301430	202301 320-57200-54500		*	52.98	
		SUPPLIES					
		1/16/23 56301468	202301 320-57200-54500		*	52.98	
		SUPPLIES					

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 008533-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

RUN 3/13/23

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		1/23/23	56301522 202301 320-57200-54500	SUPPLIES	*	52.98	
		1/30/23	56301563 202301 320-57200-54500	SUPPLIES	*	52.98	
		2/13/23	56301642 202301 320-57200-54500	SUPPLIES	*	52.98	
		2/20/23	56301683 202301 320-57200-54505	SUPPLIES	*	52.98	
		2/27/23	56301719 202301 320-57200-54500	SUPPLIES	*	51.67	
				ARAMARK			369.55 008541
3/02/23	00739	2/07/23 18	202302 320-57200-54520	SVCS-02/23 FLOORING	*	2,700.00	
		2/07/23 18	202302 320-57200-54520	SVCS-02/23 FREEZER FLOOR	*	1,900.00	
				C AND D MOBILE WELDING AND			4,600.00 008542
3/02/23	00695	2/21/23	16744750 202303 320-57200-41000	SVCS-03/23	*	1,026.54	
				CHARTER COMMUNICATIONS			1,026.54 008543
3/02/23	00740	2/10/23	111799 202302 320-57200-54500	SIGN "NO TRESPASSING"	*	100.00	
				CHILTON LED LLC			100.00 008544
3/02/23	00055	2/15/23	20735-02 202302 320-57200-43100	SVCS-02/23	*	643.18	
		2/15/23	22109-02 202302 320-57200-43100	SVCS-02/23	*	71.26	
				CITY OF LAKE WALES-UTILITIES DEPT			714.44 008545
3/02/23	00621	2/21/23	950097 202302 320-57200-54501	SVCS-02/23	*	305.00	
		2/21/23	950104 202302 320-57200-54501	SVCS-02/23	*	145.00	
				COUNTRY BOY PEST CONTROL			450.00 008546
3/02/23	00003	2/21/23	80457152 202302 310-51300-42000	DELIVERIES THRU 02/15/23	*	31.09	
				FEDEX			31.09 008547
3/02/23	00067	2/16/23	227009 202302 320-57200-34500	SVCS-02/23	*	380.00	
				THE HARTLINE ALARM COMPANY, INC.			380.00 008548
				LAKA LAKE ASHTON SHENNING			

AP300R
*** CHECK NOS. 008533-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

RUN 3/13/23

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/02/23	00098	2/05/23 1285-022	202302 320-57200-54500	SUPPLIES	*	713.19	
		2/05/23 1285-022	202302 320-57200-54520	SUPPLIES	*	225.55	
				HOME DEPOT CREDIT SERVICES			938.74 008549
3/02/23	00498	2/16/23 54203	202302 320-57200-54500	SVCS-02/23 WO#60989	*	450.00	
		2/22/23 54217	202302 320-57200-54500	SVCS-02/23 WO#60550	*	4,779.92	
				JURIN ROOFING SERVICES, INC			5,229.92 008550
3/02/23	00720	2/08/23 19	202302 320-57200-49400	EVENT-03/08/23 KARAOKE	*	150.00	
				WAYNE A. MORSE			150.00 008551
3/02/23	00337	2/23/23 76763	202302 320-57200-49400	DRAP BLACK BANJO	*	165.00	
				PARTY RENTALS UNLIMITED AND PREMIER			165.00 008552
3/02/23	00470	2/19/23 02192023	202302 320-57200-52000	COFFEE	*	28.75	
				SHUFFLIN'S SQUARES			28.75 008553
3/02/23	00681	2/21/23 540268	202302 320-57200-54500	FLAGS	*	152.10	
				NEIL SMITH			152.10 008554
3/02/23	00087	1/11/23 26049	202301 320-57200-54500	SVCS-01/23	*	240.00	
				SOUNDWAVES AUDIO VIDEO INTERIORS			240.00 008555
3/02/23	00731	2/10/23 359324	202302 320-57200-54500	SVCS-02/23	*	1,518.00	
				STANLEY STEEMER LAKELAND			1,518.00 008556
3/13/23	00057	1/31/23 209016	202301 320-53800-46800	JAN 23 AQUATIC PLANT MGMT	*	3,895.00	
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 008557
3/13/23	00067	2/07/23 226470	202302 320-57200-34500	CHECK LICENSE PLT CAMERAS	*	98.50	
				THE HARTLINE ALARM COMPANY, INC.			98.50 008558
3/13/23	00696	1/31/23 11149411	202301 320-57200-34501	GUARD SVC 1/1/23-1/31/23	*	27,302.83	
				SECURITAS SECURITY SERVICES USA, INC			27,302.83 008559
				LAKA LAKE ASHTON SHENNING			

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/13/23
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/13/23	00445	1/01/23 OS473884	202301 320-57200-46200		*	16,210.00	
		JAN 23 LANDSCAPE MAINT.					
		1/01/23 OS473884	202301 320-57200-46200		*	240.00-	
		BROKEN GLASS CHESS PIECES					
			YELLOWSTONE LANDSCAPE				15,970.00 008560
3/13/23	00061	2/14/23 FEB*23	202302 320-57200-43000		*	19,342.01	
		SERVICE THRU 02/08/2023					
			TECO				19,342.01 008561
				TOTAL FOR BANK A		185,007.82	
				TOTAL FOR REGISTER		185,007.82	

LAKA LAKE ASHTON SHENNING

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 3/13/23
LAKE ASHTON CDD - CPF
BANK B LAKE ASHTON - CPF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/03/23	00081	2/06/23 OS489890	202302 600-53800-61007	BLVD ISLAND RENOVATION	*	43,977.77	
				YELLOWSTONE LANDSCAPE			43,977.77 000350
3/09/23	00108	3/01/23 03012023	202203 600-53800-60000	DEP-RECOVER REST CANOPY	*	12,000.00	
				ARD'S AWNING & UPHOLSTERY INC			12,000.00 000351
				TOTAL FOR BANK B		55,977.77	
				TOTAL FOR REGISTER		55,977.77	

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	Collection	O&M	Debt Svc	O&M	Debt	Commissions	Net Amount	.36300.10100	2015-1, 2015-2	
Received	Period	Receipts	Receipts	Discounts/ Penalties	Discounts/ Penalties	Paid	Received	General Fund	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
01/18/23	12/16/22-12/31/22	\$ 60,981.31	\$ 10,698.87	\$ 1,856.73	\$ 325.75	\$ 1,389.95	\$ 68,107.75	\$ 57,942.09	\$ 10,165.66	\$ 68,107.75
02/16/23	01/01/23-01/31/23	\$ 40,842.00	\$ 9,941.50	\$ 862.26	\$ 214.17	\$ 994.14	\$ 48,712.93	\$ 39,180.15	\$ 9,532.78	\$ 48,712.93
										\$ -
		\$ 2,135,331.09	\$ 437,137.88	\$ 83,761.49	\$ 17,120.31	\$ 49,431.74	\$ 2,422,155.43	\$ 2,010,538.21	\$ 411,617.22	\$ 2,422,155.43
BALANCE REMAINING		\$74,674.91	\$19,833.56							

Gross Percent Collected	96.46%
Balance Due	\$94,508.47