

Lake Ashton
Community Development District

Meeting Agenda

September 18, 2023

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

September 11, 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, September 18, 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 Board meeting by email to jburns@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, September 15, 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 August 21, 2023 Board of Supervisors Meeting
5. Landscaping Update
 - A. Presentation of Monthly Landscaping Checklist and Report
6. Old Business
 - A. Discussion Regarding Revised Joint Amenity Facilities Policies

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

- B. Updated Combined Reserve Study and Strategic Planning Projects List (*tabled from August 21, 2023 Board of Supervisors Meeting*)
- 7. New Business
 - A. Consideration of Renewal of Bingo Room Rental Agreement
 - B. Discussion Regarding Meeting Efficiency and Length of Meetings (*requested by Supervisor VanSickle*)
 - C. Discussion Regarding Previously Approved Resolution 2023-04 Designating Spending Authority (*requested by Supervisor VanSickle*)
 - D. Discussion Regarding Security (*requested by Supervisor Realmuto*)—**NOT A CLOSED SESSION**
 - E. Discussion Regarding the Fiscal Year 2024 Adopted Budget (*requested by Supervisor Realmuto*)
- 8. Monthly Reports
 - A. Attorney
 - B. Engineer
 - I. Consideration of Proposals for Bridge Board Replacements
 - a) EMC Docks
 - b) S&S Contracting of Polk County, Inc.
 - C. Lake Ashton Community Director
 - I. Consideration of Quotes for Bocce Ball Court Refurbishment
 - II. Consideration of Surplus List
 - D. Operations Manager
 - E. District Manager's Report
- 9. 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
- 10. Public Comments
- 11. Supervisor Requests/Supervisor Open Discussion
- 12. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **August 21, 2023** at 9:32 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 <i>by Zoom</i>	District Manager, GMS
Jeremy LeBrun	District Manager, GMS
Jan Carpenter	Latham Luna, District Counsel
Alan Rayl	District Engineer, Rayl Engineering
Christine Wells	Community Director
Matt Fisher	Operations Manager
Pete Wittman	Yellowstone Landscaping

The following is a summary of the discussions and actions taken at the August 21, 2023 Lake Ashton Community Development District Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:32 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. Ms. VanSickle requested that the two landscape proposals, item Eight D, 1 & 2, be moved up to the fifth order of business. Ms. VanSickle also requested that if they go into a closed session, it be moved to the end of the meeting.

Mr. Realmuto suggested that they move the security discussion to the very top of the agenda before the landscaping update in respect for the two employees of Securitas that were present to answer their questions and help them resolve issues they may have. He stated that he was proposing they move item 7A to the top of the agenda. He also noted that some of what they decided in the public session could affect the budget as well.

Mr. Howison stated that his issue was that he hesitated to move too much around given the number of people present and the intense interest in a couple of the agenda items. He understood the landscaping items and that they wanted to be sensitive to peoples time. He asked Mr. Realmuto how imperative it was to move the security discussion up and explained that he didn't think the security item needed to be moved forward, particularly with a closed session. Mr. Realmuto responded that he suggested to move it forward in respect for the Securitas employees time. He suggested that if they couldn't move it to the top, maybe they could move it up so that it wasn't at the very end. Mr. Costello stated that he didn't feel that Securitas needed to be at this meeting. He added that they had them there before and they should have asked the questions then, but explained that someone decided to step in and ask Securitas to attend this meeting. Mr. Howison responded also that it was not something that most of them were expecting and suggested that they move the landscape items up and then move the security discussion up somewhat, but he wanted to get through the first six or seven items of the agenda.

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

THIRD ORDER OF BUSINESS

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

Mr. Howison thanked the public for coming to this meeting and stated that he knew they had an intense interest in the agenda items. He noted that public comments would be limited to three minutes, and he asked for both the public and the Board to keep their

comments relevant and civil. He added that they could disagree without being disagreeable. Ms. Burns asked for any public comments on items specific to the meeting agenda.

Ms. Burns noted that the first request to speak was from Greg Ulrich and it was regarding the budget. She explained that she would hold this request to speak for the Public Hearing on the budget later in this meeting.

John Cartelli (4431 Muirfield Loop) noted that he saw in the agenda where they fixed the four treadmills in the gym, and he didn't think anything was wrong with them. He stated that there was one machine a lot of people used, and he would like to see one of those machines put in and requested for the Board to rethink replacing all four of the treadmills because he didn't feel it was necessary.

Al Cooney (4303 Ashton Club Drive) explained to the Board what he witnessed on August 10 regarding Al Escoda's amenity suspension. He stated that the pool looked like it was open and there were no signs that said, "*Pool Closed*" or "*Under Construction*" and the gate was open.

Ms. Burns stated that the last request to speak was from someone who could not be present at the meeting on this day but asked for it to be read. The request was from Christine Graves (4339 Gullane Drive), and she noted her concern for the current system. She explained that she recognized that the streets were public, but that didn't mean the amenities were public. She also noted that anyone could come through the gate. She explained what she knew to be successful with other communities and that they were also her suggestions for this community. These suggestions included decals, giving the guardhouse notice of a guest, possessing a valid driver's license, issuing a notice for driver's dashboards with their purpose for entering the community, and electric key passes for vendors who frequent the community. She further explained that it was too easy to come into their community. She concluded her letter stating that she knew the streets were public and they paid for the maintenance. She asked if anyone had researched what it would take to no longer have the streets public.

Ms. Burns asked for any public comments on the Zoom line. Hearing none, the next item followed.

FOURTH ORDER OF BUSINESS**Consideration of Minutes from the
July 24, 2023 Board of Supervisors
Meeting**

Mr. Howison presented the minutes from the July 24, 2023 Board of Supervisors meeting. He asked for any comments or corrections to the minutes. Ms. VanSickle made note of one correction on page 7, the sixth line from the bottom where it says, *"because it can be kept as a public record."* She corrected this comment stating that it should say, *"because it can not be kept as a public record."*

On MOTION by Ms. VanSickle seconded by Ms. Landgrebe with all in favor, the Minutes of the July 24, 2023 Board of Supervisors Meeting, were approved as amended.

FIFTH ORDER OF BUSINESS**Landscaping Update****A. Presentation of Monthly Landscaping Checklist and Report**

Mr. Howison presented the landscaping update to the Board. He stated that along with that update, they would want to discuss the proposals submitted by Yellowstone as well.

Mr. Fisher stated that Yellowstone provided a compliance check list, and he asked if there were any questions related to that checklist. Hearing none, he stated that at the last meeting, Yellowstone was advised to bring renderings of plant installation as well as pricing. Mr. Wittman reviewed the report stating that they had saw more weed pressure with all the rain. He added that they had brought in additional people, and they brought in an additional detail crew to help with the trimming. Mr. Wittman stated that he was happy to meet with Ms. VanSickle and go through and look at some areas that they wanted to possibly do some renderings on and touch on the areas that they discussed at the last meeting. He stated that they discussed a couple of different options. He added that visually it was better with some of the renderings. He explained that most of the options were the same price with a different plant material except for the bromeliads in the median. He added that it was up to the Board on what they wanted to do. He briefly discussed the proposal that he provided for the medians in the previous meeting where they were going to add plumbago in the empty pockets. He explained that they came up with some different options of colossal iris. He added that some other options were dwarf

Podocarpus and the bromeliad option. Ms. Landgrebe thanked Mr. Wittman for meeting with her and stated that Lynn Davis facilitated their garden and he had done beautiful work at the pavilion and the Eagles Nest, and that they had given him a couple of renderings. She noted her appreciation for Mr. Wittman incorporating this, but she noticed there were some changes made. She asked for the Boards approval that Lynn Davis speak on this item. Mr. Wittman commented on some of the changes that they did stating that they recommended to use something that could be more long-lasting. He explained that some of the options that were suggested would have to be changed on a reoccurring basis. Ms. Davis asked about the “*firecracker bush*” stating that there was something called the “*firecracker flower Crossandra*”. She explained that if they did the bush, it would come up to the same complaints that they were experiencing at the Lake Ashton entrance. She further explained that overtime those bushes would grow and need maintenance. Mr. Wittman responded that he would like to look at the plant that she was referring to because the plant that they know as “*firecracker*” was an annual and it wouldn’t get super tall. He added that there was a dwarf firecracker that stayed lower. He noted that he would double check this information. Ms. Davis asked if Mr. Wittman was referring to the thyme in the area of the walkway as being a short-term plant. Mr. Wittman responded that with the thyme they did see it getting burned out in that kind of full-sun area, especially with the rocks and the heat that comes off the buildings. He added that while it would look good for six to nine months, they would have to change it out. He stated that he was trying to get away from stuff that they would have to recurringly have to change out, but it was totally something that they could do, and it was a small amount of plants, and wasn’t a huge cost. Ms. VanSickle suggested that they allocate a certain amount and allow staff to decide.

I. Consideration of Proposal to Replace the Annuals at the Entrance with Perennials

****Items 8D. I and II were moved up. These items were taken out of order.***

Mr. Fisher presented the proposal to replace the annuals at the entrance with perennials. He explained that swapping to perennials would be a wash. After Board discussion, it was decided to move this item forward.

II. Consideration of Proposal for Landscaping Install at Voting Door Entrance

Ms. Landgrebe stated that regarding the potential voting door area, it was lovely, and she saw no reason to have a bench. Ms. VanSickle clarified that the bench wasn't included in the price, and it was just an idea that they were floating out as a possibility. Ms. Landgrebe asked if the hibiscus there had a shallow root system so it wouldn't impact the foundation. Mr. Wittman responded that was correct and the hibiscus were very un-invasive when it comes to their root systems, and they wouldn't be an issue. Mr. Realmuto asked what the estimated lifetime was for these hibiscuses. Mr. Wittman responded that it was hard to put a number on hibiscus, but they were good for at least five years and all the plant material that was put into that rendering would be several years and would not be something that they would change on an annual basis.

Mr. Costello asked how much bigger they would get from the picture provided. Mr. Wittman responded that with hibiscus, they could basically keep them how they wanted them.

Mr. Howison stated that Ms. VanSickle suggested they allow staff, Ms. Davis and Mr. Wittman to work together and come up with something and the Board would give them a not to exceed budget that would address this area.

On MOTION by Ms. VanSickle seconded by Mr. Costello with all in favor, the Proposal for Landscaping Install at Voting Door Entrance, with a Not-To-Exceed Amount of \$2,500, was approved.

SIXTH ORDER OF BUSINESS**New Business****A. Consideration to Amend and Extend Agreements for District Services:****I. Landscape Maintenance Services Agreement with Yellowstone**

Mr. Howison stated that they needed to consider amending or extending agreements for District Services. He explained that Mr. Realmuto had did some good analysis on this. He explained that as a summary, they were looking at an overall increase for all the agreements of about 11.8% total. He further explained that would include, in the case of GMS, additional employees that were not in place last year and a savings of at least \$65,000 or more in terms of janitorial services and pool maintenance.

Mr. Realmuto noted that he included his financial analysis in writing in the agenda packet, and he didn't have anything additional there unless there were questions. He pointed out that they asked that going forward all the contracts include a requirement that any price increases proposed starting October 1st needed to be noticed 90-days ahead of time. He added that he didn't see any language in the contract to that. He thought they wanted to include that as a clause on each of their contracts going forward. He explained that the reason for that was so they could budget appropriately.

Ms. Burns stated that these were just the quotes from the vendors, so Ms. Carpenter's office would do an Extension Agreement and it would be on that. She clarified that all they were approving today was the quotes and then counsel would draft the actual Extension Agreement. Mr. Howison stated that they were showing an increase of less than 1%.

On MOTION by Mr. Realmuto seconded by Ms. Landgrebe with all in favor, Approving the Quote and Authorizing Counsel to Draft Extension Agreement and Authorizing Chair to Sign, was approved.

- II. Aquatic Management Services Agreements with Applied Aquatics**
- a) Mitigations 1B & 7A, Wetlands 2-6 & 8 and Utility Easement Wetland, East Conservation Area, Pine Island Located North Side of Lake Ashton Near Pond E-5 and GC-20**
 - b) Conservation Area from Clubhouse West to Boat Ramp at Lake Ashton Sunrise, FL**
 - c) Lakefront, Twenty-One (21) Golf Course Ponds, E-1 Littoral Shelf, Two (2) Canals, and Thirteen (13) Stormwater Retention Ponds**

Mr. Howison stated that there were two contracts under Applied Aquatics and in total, they were looking at an increase of 8.5% aggregate for the two. Mr. Fisher stated that Applied Aquatic was communitive with staff and was a great vendor. The Board clarified that there were three agreements, not two.

On MOTION by Ms. VanSickle seconded by Mr. Realmuto with all in favor, Approving the Quotes and Authorizing Counsel to Draft Extension Agreement and Authorizing Chair to Sign, was approved.

Mr. Realmuto responded that he didn't have an issue with the agreement, but he wanted to point out that it tends to be less transparent than some of the others and it was the largest single expense. He explained that they were essentially approving the GMS amount when they approve the budget and that was the way the contract was worded. He noted that he thought it was fair to include it in the analysis and then consider it there. The actual approval for that amount was the fact that they approve the budget.

III. Security Services Agreement with Securitas

Mr. Howison stated that the Securitas Agreement had an overall cost increase of 10% year after year. Mr. Realmuto noted a general concern with how quickly that was rising, and he knew that had to do with the minimum wage. He added that if they look at all these contracts combined, they represent over half of their expenditures. He explained that when the average increase is almost 12%, they realize their hands are almost tied once they approve the contracts. He suggested to keep a lid on that and watch it more closely because they couldn't endure year after year 10% increases and keep the assessment down.

On MOTION by Mr. Costello seconded by Ms. VanSickle with all in favor, the Quote for Fiscal Year 2024 and Authorizing Counsel to Draft Extension Agreement and Authorizing Chair to Sign, was approved.

B. Public Hearings

I. Public Hearing on the Adoption of the Fiscal Year 2024 Budget

Ms. Burns stated that the District was required to adopt a preliminary budget by June 15th each year and this Board did that at their May meeting. She explained that since that time, the Board had made some changes to that budget and set a cap increase amount. All landowners within the District received a mailed notice informing them of the Public Hearing today and that was the maximum increase that the Board could choose to adopt today. She explained that they could bring that number down, but they could not increase it. She asked for a motion to open the Public Hearing.

On MOTION by Ms. Landgrebe seconded by Ms. VanSickle with all in favor, Opening the Public Hearing, was approved.

Ms. Burns turned the floor over to resident Mr. Greg Ulrich (3076 Dunmore Drive) to provide public comment on the budget.

Greg Ulrich (3076 Dunmore Drive) noted his concern regarding the proposed budget and consequently a potential assessment increase. He explained that for many residents living in Lake Ashton who were what he considered a lower/moderate fixed income, residents would not be able to stay in this community if they continue to increase the yearly assessment by more than they receive in pension or social security increases. He noted that after emailing the Board and speaking to a couple of them in person, he decided to bring some potential solutions, which will allow them to forego or at least lessen the impact of an assessment increase to the residents on CDD east. He stated that there were several proposed capital projects that he felt were unnecessary for the aesthetic of their community. He stated that in addition, even if all the projects were kept on the list, he doubted that they would all get finished. He added that the list was very aggressive and from his past experience in the general building industry, it tells him that they would likely not all get finished within the boundaries of the fiscal year. He noted that with that being said, if they don't get finished this year, they've already paid for them through the assessment, he would make a wager that next year there would be another proposed assessment to cover the same things even though the funds were already proposed for this year. He listed examples of projects that he felt were unnecessary to accomplish this fiscal year and what his suggestions were. He urged residents to become more involved and to question the need for these future capital expenditures.

The floor was turned over to Ms. Kathleen Schlipp (4492 Turnberry Lane). Ms. Schlipp noted concern that she felt their community was getting less and less friendly and it had changed so much since she moved there in 2012. She noted her disappointment in there being no sign-up sheet for all the activities, no walk-up counter, less communication, and a restaurant. She also noted disappointment in receiving a citation on the mulching around an electric box on the border of the road on her property, which she explained it had always been that way and she didn't understand why it was now

unappealing. She added that they needed to decide if they wanted this community to be an open community or a closed community.

There being no further comments, Ms. Burns asked to close the public comment period.

On MOTION by Ms. Landgrebe seconded by Ms. VanSickle with all in favor, Closing the Public Hearing, was approved.

a) Consideration of Resolution 2023-07 Adopting the District's Fiscal Year 2024 Budget and Appropriating Funds *(additional budget related documents provided by Supervisor Realmuto)*

Mr. Howison presented the Resolution 2023-07 to the Board. Mr. Realmuto explained that the first two pages of the resolution was making everyone aware of the changes in each of the line items in the budget and the percentage change. He noted that there was a proposed assessment increase of \$200 per lot, which raises the net amount they collect by \$181,000. He noted concern in the amount of this increase on a yearly basis, which was almost 9% over last year and that was on top of the over 15% increase in assessment last year. He stated that the cumulative increases add up to a total of \$755 or 44% in the last five years. He explained that this was starting to have an impact on their residents. He stated that he felt that they were becoming a burden on their residents, and it was unreasonable. He also stated that there were other ways that they could control the amount of any assessment increase that might be necessary. He further explained that on the revenue side, they could raise over \$190,000 by charging for them instead of paying for the credentials through their assessments, which would raise more in FY 2024 than the \$200 assessment increase by itself. On the expense side, he explained that they could save expenses. He gave some examples of savings on the expenses. He concluded that there was a lot in the expenditures that they could reduce, and it would essentially raise close to the amount that they raised with the \$200 assessment increase.

Ms. VanSickle noted that she asked for the increases from the beginning, and they were only able to go back to 2008. She pointed out all the years that it wasn't raised. She noted that they couldn't let the facility go down and their job was to maintain these facilities.

The Board continued to discuss the budget. Mr. Costello asked if they needed to put a cap on future spending and eliminate some of the other things that were brought up in the public comment period. He noted that they budgeted \$12,000 for Supervisors fees. He asked the Board if they really needed to take a 300% increase in what they were entitled to. He explained that it was a lot of money, and they were complaining about prices going up and they were a part of the cost, and it was a little hypocritical.

Mr. Realmuto responded to some of the criticism leveled directly at himself, which was that some of these increases could have been brought up earlier. He gave some examples of items that could not be brought up earlier. He noted that the handout that Ms. VanSickle gave them made it clear that the increases started five years ago, and the fact of the matter was that before those increases started, they ended each year with not only a balanced budget but contributing to the capital reserve fund. He stated that they needed to look going forward where they had been in recent history, not 15 or 20 years ago, and the impact it was having on the community.

Mr. Howison asked if they had a substitutive suggestion as to how they move forward. He explained that they didn't need to necessarily say to eliminate certain things, but he asked if they were confident that they could reduce expenditures, so that they could reduce the amount of the assessment increase. Mr. Realmuto suggested that since the existing budget as published showed \$148,000 carry forward versus the \$31,000 from the current year's budget, he proposed to change the assessment increase from the \$200 per lot to \$100 per lot. He added that he would like to make a motion to approve. Ms. Burns asked where that was coming from because they were approving the budget. She asked if they were reducing the capital reserve transfer to any number that would result in \$100 less per unit. Mr. Realmuto responded that was correct. The Board members continued discussion on the budget, and it was decided 3-2 to adopt the Fiscal Year 2024 budget with the amendment to reduce the reserve transfer to an amount that resulted in a per lot increase of \$100 per unit.

On MOTION by Mr. Realmuto seconded by Mr. Costello with Mr. Costello, Mr. Howison and Mr. Realmuto in favor and Ms. Landgrebe and Ms. VanSickle opposed, Resolution 2023-07 Adopting the Fiscal Year 2024 Budget with the Amendment to
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Reduce the Reserve Transfer to an Amount that Results in a Per Lot Increase of \$100 Per Unit, was approved 3-2.
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b) Updated Combined Reserve Study and Strategic Planning Projects List

After Board discussion, it was decided to table this item until the next meeting. It was noted to add the Reserve Study to the next agenda.

II. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns stated that the Board just approved the budget and now they had to collect that budget. She explained that they were imposing those assessment based on the budget that the Board just adopted and certifying their roll for collection that would be sent to the Polk County tax collector. Ms. Burns asked for a motion to open the Public Hearing.

On MOTION by Ms. Landgrebe seconded by Ms. VanSickle with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated that she had no public comment papers on the imposition of operations and maintenance special assessments, and she asked if anyone on the Zoom line had public comments on imposing assessment. Hearing none, the comment period closed.

On MOTION by Ms. Landgrebe seconded by Ms. VanSickle with all in favor, Closing the Public Hearing, was approved.

a) Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Howison presented Resolution 2023-08 to the Board. Mr. Realmuto stated that it showed an O&M assessment for each of the household parcels and because of the change they made to the budget, he wanted to be careful when the motion was made to reflect the new assessment amount, both in the lots and the lot equivalents for the developer. Ms. Burns responded that it would be adjusted based on the budget that the

Board just adopted. Mr. Realmuto noted that the adjustment needed to be included in the motion. Ms. Burns responded that it was as amended.

On MOTION by Ms. VanSickle seconded by Ms. Landgrebe with all in favor, Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved as amended.

C. Consideration of Resolution 2023-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024

Mr. Howison presented Resolution 2023-09 to the Board. Ms. Burns stated that the request at the last meeting was to change the meeting time to 9:00 a.m. and keep the same day. She also stated that there were two dates that were changed due to holidays to the fourth Monday instead of the third Monday. She noted that this schedule was in the agenda package for review.

Ms. Landgrebe asked the Board to consider changing the following dates: October 16 to October 23, possibly March 18 to March 25, and September 16 to September 23.

Mr. Costello asked about having the meeting and the Budget Workshop both on April 15. Ms. Burns explained that the last time, the Board wanted to leave the meeting in there if it was needed.

Mr. Realmuto suggested moving the Budget Workshop to May. Ms. Burns explained that they couldn't do their budget workshop in May because they can't adopt the budget before June 15. After Board discussion, it was decided to change the dates from March 18 to March 25, from September 16 to September 23, from May 20 to May 13, and the Budget Workshop from April 15 to March 25. It was noted as a reminder that July 19, 2024 was a joint meeting and their regular meeting was scheduled for July 15, 2024. Ms. Burns stated that they would remove the reference of the third Monday from the meeting schedule, and they would send out an updated list. She also stated that they would send out a meeting invite to the Supervisors as well.

On MOTION by Ms. VanSickle seconded by Ms. Landgrebe with all in favor, Resolution 2023-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024, was approved as amended.

Ms. Burns noted that when the Board gets the meeting invites, they would get multiple meeting invites because it wasn't on a set schedule. She added that the Board had to individually accept them all or they would not show on their calendar.

D. Consideration of Resident Appeal Regarding 30 Day Amenity Suspension

Mr. Howison presented this item to the Board. Ms. Burns explained that the Community Director who sent the violation letter would get up and make a statement and then they would allow the resident to also make a statement. Ms. Burns stated that they would give that resident up to five minutes. Once the resident makes his statement, the Board could make any comments that they would like. Mr. Howison turned the presentation over to Ms. Wells for an overview of this item.

Ms. Wells stated that on August 2 Mr. Escoda emailed the Operations Manager and asked for an update on the opening of the pool. On August 3, the Operations Manager verbally informed him that they were still working on the pool and had health inspection pending. She noted that Mr. Escoda was advised at this time to be on the lookout for official work via email as to when the pool would be open as they were not sure as to the official opening date at this time. On August 9, an email was sent to residents advising them that staff was waiting for an inspection from the Florida Department of Health and that once the pool and spa were passed, an official email would be sent letting residents know when the pool and spa would be open. She explained that on August 10 at approximately 2:00 p.m. she was made aware that Mr. Escoda had made an unauthorized call to the Florida Department of Health and *"Requested them to come out and reinspect the pool."* She stated that staff reached out to the Florida Department of Health, and they did confirm Mr. Escoda called and asked for an inspection of the pool at the clubhouse. She explained that staff was continuing to work with the Florida Department of Health and finishing up work in the area when at approximately 3:30 p.m. a Supervisor informed her that Mr. Escoda posted a picture of himself in the pool and announced that the pool was open. She added that at this time, no official email had been sent to residents because the pool and spa were not open. She noted that just prior to Mr. Escoda entering the pool area, Supervisor VanSickle advised him that an email was going to be sent when the area

was open for use, and one had not been sent yet. Mr. Escoda, then, made entry into the pool area after the Supervisor left and camera evidence showed that he went into the pool, and then he immediately got out of the pool and left. She further explained that around 4:00 p.m. she noticed Mr. Escoda trying to make entry into the east pool gate, which was locked. She noted that she advised Mr. Escoda from the restaurant patio that the pool was not yet open for use, and he advised her that it was open earlier and she responded that she understood that he went in earlier, but the pool and spa were not open. Then, Mr. Escoda asked Ms. Wells when the pool and spa would be open, and she responded to him that it would be open when she sends out an email with an opening date.

Ms. Wells pointed out that after this incident, staff reached out to the Supervisors and the District Manager to advise them of this incident and to let them know the status of reopening the pool and spa. She stated that the pool and spa were not open at this time because the first health inspection failed due to chemical imbalance due to a faulty ORP system that needed repairs. She explained that just prior to the health inspector arriving on August 10, as scheduled, the chemicals were finally balanced. Once the pool and spa passed inspection, the decision was made to keep the pool and spa closed until 7:00 a.m. on Friday to ensure the chemicals were balanced before opening to ensure the safety of residents. She noted that an email was sent on August 10 letting residents know the pool and spa were scheduled to reopen on August 11. On August 11 at 6:00 a.m., staff sent an amenity violation letter to Mr. Escoda suspending access to the amenities immediately and for a period of 30-days with an option to appeal at the next Board of Supervisors meeting, should they choose. At approximately 1:00 p.m. on August 11, Mr. Escoda made entry into the clubhouse pool.

Ms. Wells stated that staff and security took a copy of the letter to him. She reported that Mr. Escoda read their letter and said, *"This is B.S."* and was getting increasingly agitated, so staff encouraged him to leave the area calmly. Mr. Escoda, then, exited the area without further incident.

Ms. Wells explained that the 30-days suspension was made in accordance with the Joint Amenity Facility Policy under the health safety and welfare clause within the suspension and termination section of the policy. She explained that by Mr. Escoda

disseminating incorrect information and ignoring a Supervisor advising him that the pool was not open, he potentially jeopardized the health, safety and welfare of himself and every resident that read his post. Additionally, Mr. Escoda was not authorized to contact the Florida Department of Health to request an inspection of the pool and spa on the District's behalf. After consultation with the Chairman and the District Manager, due to these actions to the previous written amenity policy violations and multiple verbal amenity policy violations, it was prudent to suspend Mr. Escoda for the full 30-days in accordance with the Joint Amenity Facility Policy.

Mr. Howison asked Mr. Escoda to limit his comments to five minutes, if possible. Mr. Escoda thanked the CDD Board for the opportunity to address them about the charges that were brought against him. He explained that lack of communication was what happened in this case. He further explained that communication to keep the gate closed and a pool sign posting "*Pool Closed*" should have happened, but it didn't. He stated that this was another prime example of failure to communicate. He asked who authorized the sign to be removed and the gate unlocked, if the construction was ongoing. He asked if anyone on the CDD Board had investigated who unlocked the gate and removed the sign and what his/her reasons were to open the door. He pointed out that the physical condition of the pool was the gate unlocked and no signs posted, which led him to believe that the pool was open. He stated that he had a witness that was in the exercise room that saw the person remove the sign and unlock the gate. He also noted that the first sentence of the letter stated that the construction was ongoing, which he stated was blatantly false and the construction was complete because otherwise the pool would have been secure as it had been. He addressed the second paragraph of the letter stating that it was unclear when it said that "*he made contact with District contractors.*" He explained that he did talk to the workers, and it was casual and friendly conversation.

Mr. Escoda asked what the Board defined as District business. He stated that he did not discuss District business. He stated that he searched all through the Lake Ashton website looking for anything about talking to workers and he found nothing. He added that federal law gave him the right to free speech. He stated that the second paragraph of the suspension letter was ambiguous. He also stated that the third paragraph of the suspension letter that deals with punishment enforce was so egregious and unfair. He

pointed out the four-step process for suspension and termination posted on the Lake Ashton website under government subsection rules, stating that the first offense was a written report, second offense was suspension of amenities for one day, third offense was suspension of amenities for one week, and the fourth offense was suspension of amenities for 30-days. He asked what determined the Board to take his suspension to the fourth step.

Mr. Escoda explained that he was a veteran, a member of the Armored Guard at Lake Ashton, a Board member on the Italian club, a member of the Knights of Columbus in the Catholic Church and a retiree. He explained that all he tried to do was keep the residents informed of the construction process and to facilitate the opening of the pool and now he had been banned from using these amenities for 11 days, which was more than a third offense. He noted that his opinion was that this suspension was not justified, and it should be removed. He addressed another section, which was the Florida statutes, stating that those Florida laws regulate the CDD Board. He continued to read the Florida statutes. He stated that they were all seniors living and enjoying their remaining days in this beautiful community and they should be treated with respect, but instead they were being treated like they were in kindergarten and being punished for any perceived missteps regarding the rules. He suggested that before punishing him, to give him a conversation with them first and get the whole story before sentences are proclaimed.

Mr. Escoda asked for the Board to put the suspension aside to be voted on by all the Board members. He thanked the Board members. Mr. Escoda noted that the Board was not following the Florida statutes, which puts them in a liability position. Ms. Carpenter stated that for the Boards information, the statute referenced by Mr. Escoda was Chapter 720, which was for HOAs and was not applicable to CDDs under Chapter 190.

Mr. Howison stated that the first order of business was to vote on this, but he added that he appreciated Mr. Escoda's comments. He stated that there had been other incidents and complaints brought to their attention previously and those other incidents factored into this suspension. He noted that they did receive those emails and verbal discussions with their Community Director. He opened Board discussion.

Mr. Costello asked Ms. VanSickle about her conversation with Mr. Escoda. Ms. VanSickle responded that she had a conversation with Mr. Escoda and his wife, they were

at the pool, and she was at the fitness center checking out the pool when she saw them going by with their pool stuff, so she went to the door and Mr. Escoda said that the pool was open. She asked Mr. Escoda who said that the pool was open and noted that Ms. Wells was going to send out an email and it hadn't been sent out yet. She checked her phone and didn't see the email, so she told Mr. Escoda there was no email yet on the opening of the pool and she also told him that there was lighting in the area.

Mr. Howison explained that to the extent that the gate was unlocked, the staff had been doing some final cleanup and was moving things in and out. Ms. VanSickle stated that he went into the pool and knew it was closed even though he said he didn't. She noted that what bothered her most was Mr. Escoda contacting the health department, which was getting involved with District business. She added that it could have messed up their scheduling, it could have cost them money and she felt that it was out of line.

Ms. Burns explained that unless a Supervisor would want to make a motion to reduce or eliminate the suspension, the suspension would stand. The Board decided for the suspension to be upheld and they would welcome Mr. Escoda back to the amenities after the 30-day period.

EIGHTH ORDER OF BUSINESS**Monthly Reports****B. Engineer******This item was taken out of order***

Mr. Rayl stated that he had one new item for the Board that he wanted to revisit. He explained that after their last meeting, they discussed the drainage issues at the east end of Ventana on both sides of the road and he said they would get survey work done to identify the extent of the problem and get some quantities put together and they would try to come back with a bid. He further explained that they got the bid back the day that the agenda went out and it was in front of the Board now. He noted that the bid was from AAA Top Quality Asphalt and was the same firm that did the Berwick work previously. He stated that this was the only bid that they solicited and subsequently received. He also stated in regard to the Lake Ashton II business, the contractor that they had do a lot of work in the community was over booked and they were not being responsive, so they went directly to a contractor that had the ability and the interest in getting out there and

doing the work. He explained that this was for the work on both sides of the road and was the complete repair of the entire eastern end of Ventana.

Mr. Rayl noted that they reviewed it and believed that it was an appropriate amount. They recommended, if the Board wants to undertake the repair, that the Board consider this quote from AAA Top Quality Asphalt. He added that the total amount was \$13,650. Mr. Howison pointed out that he noticed an exclusion which said, *“Due to the volatility of the current market in reference to oil based products, we reserve the right to relook at pricing at the time of asphalt installation.”* He explained that statement rendered the \$13,650 iffy at best. Mr. Rayl responded that he had not had AAA come back to them at any time with any request to adjust prices, but he could ask them about it. He added that most of the time AAA honors quotes 30 days. He stated that if the Board was interested in this and they respond back to them that their quote was accepted, they could get on the schedule and he would expect that they would hold that. He also stated that if AAA does come back with a request for some increase, they could revisit it.

Mr. Howison responded that he was quite familiar with the area and it was in dire need of repair, but it was another \$13,650. Ms. Carpenter responded that they could add an addendum to make it a firm price. After brief Board discussion, they accepted the quote with a price of not to exceed \$14,500 for the repairs of Ventana.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Quote from AAA Top Quality Asphalt Not to Exceed \$14,500, was approved.
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Mr. Rayl stated that these were two locations that were identified on that pavement inventory.

Mr. Rayl stated that he presented some information for the Board previously regarding wetlands, and provided more details today. He briefly reviewed the additional information provided.

Mr. Howison asked where that left them regarding the overall effort to address the shoreline. Mr. Rayl responded that they had identified the area, the length, and that they had got some measures that would be appropriate to choose from. He further explained that if they wanted to incorporate any of those with planting, then with Board direction,

they could go out and get quotes for a shoreline enhancement. He noted that they would have to do a little permit modification, but it wasn't a large undertaking. He suggested that they could have Applied Aquatics come up with a planting scheme, if that was what the Board wanted to do, and they would get authorization to do that. Mr. Howison stated that with the Boards approval, he asked Mr. Fisher to work closely with Mr. Rayl and Applied Aquatics to get this moving.

Mr. Rayl stated that the last thing he wanted to check in on was that the Board had asked about doing some additional board replacement and they were going to look to GMS to see if that was something they could take care of.

Mr. Howison noted that there was a quote that had come through Mr. Rayl from EMC for those repairs as well. He stated that those were two things that really needed to be addressed and taken care of in the next 30 days. Ms. Landgrebe asked if there was any street repaving or projects that they could get a head start on or have on their radar screen as opposed to waiting. Mr. Rayl responded yes. Mr. Howison stated that they would look for firm input from Mr. Rayl next month. Mr. Realmuto stated that in terms of input, he would be looking for whatever Mr. Rayl thinks the useful life left in each of those was before they cause more damage. Mr. Howison stated that they had the pavement inventory that he would go back and review again.

SEVENTH ORDER OF BUSINESS

Old Business

A. Discussion Regarding Revised Security Services Proposal for Combined Solutions from Securitas (CLOSED SESSION DISCUSSINO AVAILABLE – *if needed*)

****This item was taken out of order***

Mr. Howison stated that he would expect that there would be some public discussion and they were going to need to go into a closed session as well when they get to specifics and operational discussion. He turned the presentation over to Mr. Costello.

Mr. Costello stated that the Board had received the pictures of the layouts of where everything was going to be. He pointed out that the only thing that they really must bring up was the fact that the power for the cameras, etc. would require bringing in an electrician. He asked if anyone had any questions.

Ms. VanSickle stated that she felt that they needed to start the process. Mr. Realmuto agreed on getting this project moving forward as quickly as possible, but he noted that he had the opportunity to ask questions directly to Securitas as they were leaving the CDD II meeting Friday, and they identified a couple of security issues related to access placement and potentially some cameras. He added that he felt that they need to go over that with Securitas in a non-public session so they could finalize it so the whole Board agrees and then come here to work out the other details. He noted that he thought they had updated pricing for them that resolves those issues that he discussed with them on Friday. Mr. Howison suggested that they move to a closed session. The Board moved into a closed session at this time.

After the closed session, the Board came back to an open session. Mr. Howison stated that this was going to require a joint meeting to move forward because there were details that impact both CDDs. He added that he thought they could go ahead and approve funding, but the details as far as implementation needed to be worked out.

Mr. Realmuto stated it was the procedural details that needed to be worked out, but he felt they could move forward with the contracts with Securitas. Mr. Costello stated they didn't have a joint meeting prior to the deadline on the contract. Ms. Burns responded that they were talking about the actual access cards and how they were going to be issued.

Mr. Realmuto proposed that they should change the number of RFID tags that they purchase from the proposed 4,000 to 2,500 to start. Mr. Howison stated that for the purpose of today, they could approve and authorize moving forward and then work out the final details. Mr. Realmuto responded that one detail that needed to change was in their quote of 4,000 RFID cards and he suggested that they ask that number to be changed to 2,500.

On MOTION by Mr. Realmuto seconded by Mr. Costello with all in favor, to Direct Staff to Work with Securitas to Finalize Proposal and Authorize Chair to Sign a Contract NTE \$5,200 Monthly and One-Time NTE \$35,000 for Cards, was approved.

Ms. Wells asked if the Board wanted to give a NTE on the associated electric cost that goes into installing this. The Board didn't feel they needed to do that now because they didn't know what it was going to be, and they needed to get pricing.

SIXTH ORDER OF BUSINESS**New Business****E. Discussion Regarding Joint Amenity Policy** *(requested by Supervisor Landgrebe)*

Mr. Howison opened this discussion regarding the Joint Amenity Policy which was requested by Ms. Landgrebe. Ms. Landgrebe stated at the last CDD joint meeting, they were asked to revisit the Joint Amenity Policy based on concerns raised by Supervisors and residents. She stated that Bob, James, Christine, and herself met several times and they determined to bring it to each Board for feedback and to hopefully move on to the lawyers. She explained that their scope included review in non-resident member rates, guest policy, and non-residents using Lake Ashton amenities. She added that they discussed procedures, which Christine and James had worked on and were standardizing procedures and they would look at those once they have things finalized.

Ms. Landgrebe explained that the group thought that if there was an agreement from the Boards, then the document could go to lawyers. She further explained that they did not change policies, but they had updated some verbiage and they looked primarily at ways to implement the concerns that they were addressing.

Ms. Carpenter stated that they could not limit the household size to two residents.

Ms. Landgrebe stated that they would change "*patron*" to "*guest*" because it wasn't the patron who was restricted to 12 visits, it was the guests who were restricted to potentially 12 visits. She stated that they added "*all guest regardless of age must be accompanied by a patron at all times while using amenity facilities unless prior arrangements had been met with the amenity manager.*" She also gave an alternative to that policy stating that a parent, legal guardian, or patron needed to be with the guests regardless of age. Mr. Howison stated that this was obviously important because it was included 18 times in the Joint Amenity Policy. Ms. Landgrebe responded that it was because they felt that many residents including the facilitators were not reading the whole amenity policy and they felt that it needed to be highlighted throughout. After Board discussion, Mr. Realmuto suggested that this policy was one that they needed to come

to consensus on and be consistent between the two CDDs. He suggested that they should be considered on an amenity-by-amenity basis. He stated the most that they would be able to do would be to say that *“minors must be accompanied by either parent or a resident.”* He asked if they had the legal ability to do that for minors. Board discussion ensued on the correct verbiage to use, and it was decided to come back to this after further investigation.

Mr. Realmuto noted that there was a desire on CDD II’s part to not spend attorney time on something before it was more final. Ms. Wells stated that on page five in the middle, there was another definition of guest and was under authorized users. She explained that it read before there were changes, *“all guests under 18 years of age must be accompanied at all times while using the amenity facilities by a parent or adult patron over 18 years of age.”* She further explained that if they simply reject the change to that, it states what they already just said they want to be in there.

Board discussion ensued on non-resident members fees. Mr. Realmuto asked if they could figure out a new way to word it in the policy, so they don’t have to keep changing the policy when the real mechanism for changing that fee was as in the hearing. Mr. Howison stated that if they could make that change that Mr. Realmuto was requesting, it would also protect them even further because it would be tied directly to their current assessments. The Board continued discussion and it was recommended to listen to the advice of their staff and move on. Ms. Carpenter suggested that they keep the amount where it was because no one had ever used it and it was determined reasonable at the time the hearing was set and there was an analysis for it.

Mr. Realmuto refrained from commenting further on the policy in the expectation that it would be on their agenda for the next meeting. Ms. Burns noted that the advertised rate was \$4,000 and they did not advertise higher.

EIGHTH ORDER OF BUSINESS**Monthly Reports****A. Attorney**

Ms. Carpenter had nothing to report to the Board.

C. Lake Ashton Community Director

Ms. Wells reviewed the Lake Ashton Community Director Report to the Board stating that it was included in the agenda packet for review. She stated that she spoke with residents who had asked about the flyers going up and she explained that the intent was to remove the slots on the wall when the new media center opens and then the slots would be in the corridor going into the new media center. She added that they intend on putting bus trip flyers and some of the other informational flyers that they had in those slots. She informed residents that all the printed posters that they had was in the L.A. Times and were printed. She explained that they would be adding some printed flyers there, but it wouldn't be everything like they did before. She stated that they were going to attend their first bridal show in Haines City on September 7 to try and get Lake Ashton's name out there. She stated that Mike and herself had a meeting scheduled with Lake Wales PD this coming Thursday to discuss if there was anything they could do regarding making parking a little bit easier throughout the community and getting people to comply with the ordinances that were already there. She pointed out that they were still working with Lisa with the cow situation. It appeared that everything was taken care of, the cows were removed from the rancher's property, and they did temporary repairs. It was asked if Ms. Wells would be sending an email out to residents or adding information in the L.A. Times updating the residents on the cows. Ms. Wells responded that she could include it in the wrap-up report. She continued reviewing her report stating that they were working on getting some quotes for the bocce ball refurbishment. She pointed out that they got it when the agenda went out, so they would bring that to the September meeting. She noted that they were moving forward with the card room and media center switch. The flooring was scheduled to start installation tomorrow. She stated that they were able to use the same bookshelves that they currently had in there and they would paint and refurbish them. She explained that they only needed to purchase three additional bookshelves to replace. She recommended to purchase 10 tables and chairs to go in the card room. She noted that they were able to save money with the bookshelves and if they take the money that she allocated for the chair upholstery, which was \$4,000, and the money they saved from bookshelves, they were still \$875 less than what she quoted. The Board members were all ok with this recommendation. She continued her review stating that there were still some things that they were waiting on to complete the outdoor pool and spa

refurbishment project. She noted that regarding the replacement of the four barrier gates, the attorney had sent language over to be included in the agreement and it was with Securitas's legal and had now been there for about a week. She added that she followed up twice before this meeting and did not receive a response. She stated that the replacement of the two treadmills in the fitness center had been ordered. Mr. Howison asked about the resident's request for consideration of the fitness machine. Ms. Wells responded that she brought that up to the Board and the Board did not want to move forward with that at the time. She added that they had went over budget by about \$2,000 for the purchase of the two treadmills, but she agreed with the resident stating that the fitness machine was used quite often, and she did think that they needed to get another one. She offered to bring a quote back to the Board to get a fitness machine exactly like that, if the Board wanted to. Mr. Howison recommended that they look at the price for it.

I. Consideration of Restaurant Grease Trap Quotes

Ms. Wells reviewed quotes for the grease traps. She stated that they got another quote from Brooker Septic Service, Inc., which was one that the City of Lake Wales originally recommended. She noted that if the Board wanted to install a new one, it would be \$19,250. If they want to install a new one and replace the current one, it would be \$38,500. She confirmed that the only difference between the two quotes was that Brooker Septic Service, Inc. did not include epoxy coating on the new tank, which was not required by code.

On MOTION by Mr. Costello, seconded by Ms. VanSickle with all in favor, the Quote for the Restaurant Grease Trap NTE \$40,000, was approved.

D. Operations Manager

Mr. Fisher reviewed the Operations Manager Report stating that it was included in the agenda package for review. He noted that he included a quick project highlight of the pool and spa renovations, and everything went well. He noted that he meets with the sales rep today or tomorrow to look at scheduling some items that need to be addressed before they could say they were finished. He referred the Board to his report where he

outlined those as well. He highlighted that the bridge sealing went well. They completely exhausted their sealer, so they would have to restock that for next year. He noted that the ponds were looking substantially better this year than they did last year. He stated that there were some algae blooms, but Applied Aquatics was on top of it. It was asked when the pool staff was coming back for the repairs. Mr. Fisher responded that he would get some dates for the Board on their return for repairs. Mr. Realmuto told Mr. Fisher he did a great job on managing multiple projects and thanked him for saving the CDD over \$40,000 on the septic with the additional quote.

E. District Manager's Report

Ms. Burns did not have anything to bring to 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

The financials were included in the agenda. There were no questions from the Board.

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

Public Comments

Mr. Howison opened the meeting up to public comments.

Ms. Burns stated that there was a request to speak from Carolyn Bluhm (4168 Limerick Drive), but she had to leave. Ms. Burns read Ms. Bluhm's notes aloud stating that she wanted to know if grants had been applied for on the wetlands. Ms. Bluhm asked why the reserve amounts for the storm damage was \$0, which Ms. Burns explained to her why. Ms. Bluhm then she asked what the deductible was for property coverage, which Ms. Burns discussed with her during the break.

Iris Realmuto (Lot 1031) asked if they could be clear on the 12 visits per guests and if that was a visit, stay, or total days. Ms. Wells clarified that it was visits.

Stan Williams (Resident) commented on the people that play bridge on Friday mornings. He clarified that he didn't play bridge, but he had breakfast with someone who made a comment that struck him when Ms. Wells was talking. He noted that he understood that when group plays bridge, there was concern about the tables being too close.

Brenda Jackson (Lot 7) asked why they open the amenities to non-residents. Ms. Burns explained that the CDD was a unit of government, and it was required by law to offer a non-resident user fee. She noted that the bonds that were issued were public funds, and the roads were public, so they must provide access to the community, but they can charge a fee for use of the amenity. She added that unfortunately it was not something that they had a choice over and they must set a fee that would allow someone from outside the community the opportunity to use those facilities that were built with the public's funds. Ms. Jackson asked how the non-residents user would identify themselves as a non-resident user who has paid. Ms. Burns responded that if someone had a one-year rental agreement, they would get an access card through Ms. Wells and their access would only be for a year.

Al Cooney (4303 Ashton Club Drive) asked why the Supervisor fees doubled. Mr. Howison responded that \$12,000 was the max that it would be. Mr. Cooney asked why it was \$12,000 and not \$6,000. Ms. Burns responded that by Florida statute, a Supervisor could elect to exceed up to \$200 per meeting that they attend. She noted that while some Supervisors don't elect to receive compensation, some receive a portion of the \$200 and some receive the full \$200. It is up to that individual Supervisor. She explained that the \$12,000 was budgeted because each Supervisor could elect to receive up to \$200 per meeting.

ELEVENTH ORDER OF BUSINESS**Supervisor Requests / Supervisor
Open Discussion**

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

Mr. Realmuto stated that he didn't want to do anything that would hold up their implementation of their security plans. He noted that they had been advised by both their Manager and their Attorney that they needed to hold a Rate Hearing for the amenity credentials, and they might as well do both the amenity and the gate at the same time.

He asked if they could get that schedule perhaps as early as the next meeting. Ms. Carpenter responded that they must advertise what the rates would be. Mr. Realmuto asked if they could set a range right now. Ms. Burns responded that she believed it was advertised that the gate clickers were up to \$100, but it specified that those were for gate clickers. She added that they would just need to advertise for amenity access, or they could vaguely call them access cards to cover both. Mr. Realmuto suggested the up to amount be the same for the amenity credentials. Ms. Burns stated that they could not advertise for one prior to their next meeting. She explained that a Rate Hearing required two notices, a 28-day and a 29-day notice and their next meeting was less than those requirements. After Board discussion, it was decided to advertise for the October meeting.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, Advertising a Rate Hearing for the October Meeting, Gate Access and Amenity Access \$100 Each, and Staff to Review Room Rentals, was approved.

TWELFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

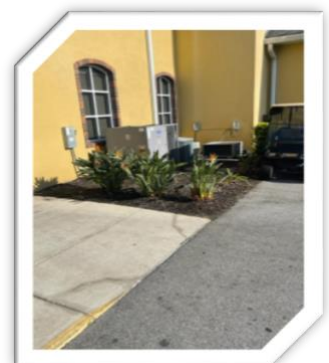
Yellowstone Compliance Checklist: 9/11/2023

Task		Remarks (Including Specific Areas for improvement)
Mowing	Satisfactory Unsatisfactory	Mow with the chute pointed away from the ponds. Blow off after mowing areas at a time.
Edging Completed	Satisfactory Unsatisfactory	
String Trimming	Satisfactory Unsatisfactory	
Weed Control Turf/Beds	Satisfactory Unsatisfactory	Large area at the Pet Play Park needs attention. 9/11/23 Extra technician was on site to treat for weeds. 9/7/23
Shrubs/Ground Cover Care	Satisfactory Unsatisfactory	Yellow ixoras need to be removed along the Blvd and around the fountain in front of the Gate House. Many missing Red Ixora along the Blvd. Blue Daze continue to treat with nutrients. 8/14/23
Tree Care	Satisfactory Unsatisfactory	Spiral Topiary's in the Reflection Garden are going to be left alone to fill in. They will be trimmed around just not the spirals.
Litter and Debris	Satisfactory Unsatisfactory	
Pond Maintenance	Satisfactory Unsatisfactory	String trim the correct direction around ponds.

Notes

Yellowstone will be trimming the tree limbs that are hanging into the berms around pond GC 7 and GC 11. Once this is completed these areas can be mowed per the contracted frequency. 8/14/23

Staff is working with Yellowstone to relocate the 3 Bird of Paradise plants that are established. Podocarpus hedges will then be installed in this area to block the AC units. 8/14/23



Yellowstone is trying to locate established Weeping Bottle Brush trees to install around the Veterans Memorial. There are 7 in total. A quote will be provided once these trees are located.



The roses outside the Fitness Center windows have been removed. Staff is working with Yellowstone on replacement plants in this area. 9/11/23



The Pet Play Park turf needs attention. Staff is working with Yellowstone to fix the worn out stretch of grass. 9/11/23

SECTION VI

SECTION A

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JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

DRAFT - 9/12/2023

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

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

EFFECTIVE DATE: JANUARY 20, 2023

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

I. DEFINITIONS

"Amenity Access Credential" – shall mean a proximity card, fob, wristband, or Bluetooth device used to access the Clubhouse amenities.

"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 Guest is limited to 12 Guest Registrations per year. (A Patron’s Guest’s ability to be registered may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.) All Guests under twenty-one (21) years of age must be accompanied at all times while using the Amenity Facilities by a parent, guardian, or adult Patron over twenty-one (21) years of age.

“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.

“Proper Credentials” – shall mean a Lake Ashton Resident ID, Guest Pass, proximity card with photo, or government issued photo ID with a Lake Ashton address.

“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 updated rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such “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~~ \$4,500 per ~~year,~~ automatically increased based on the Districts’ annual assessment increases. -(split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for ~~onetwo~~

~~(12) person/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-twenty-one (21) (18)~~ years of age must be accompanied at all times while using the Amenity Facilities by a parent, guardian, -or adult Patron over ~~eighteen twenty-one (21)(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~~AMENITY ACCESS CREDENTIAL

~~ID cards (or similar access devices)~~Amenity Access Credential 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~~amenities immediately. ~~Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices)~~

Patrons and Guests will be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively) to purchase an Amenity Access Credential.

All lost or stolen ~~ID cards~~Amenity Access Credentials should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement Amenity Access Credentials,~~cards or additional cards.~~

Unauthorized use of an Amenity Access Credential, photo ID card, Guest pass, etc. will result in suspension of an individual's privileges for a minimum of 7 days.

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 an photo ID card, golf cart registration or Guest pass~~ any District document or application;
3. permits unauthorized use of an Amenity Access Credential, photo ID card, or Guest pass, etc;
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. **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.

iii **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 5025 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 resident members. ~~all members must be Residents or Renters/Leaseholders.~~
- ~~2.1.~~ No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
- ~~3.2.~~ 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.
- ~~3.~~ 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.
- ~~4.~~ 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.
- ~~4.5.~~ Club facilitators are responsible for ensuring all participants of any club, group, or organization events are residents of Lake Ashton or in possession of a valid Facilities Guest Pass. If unauthorized participants try and gain access to District amenities, it is the responsibility of the facilitator to contact Staff and have the unauthorized participants removed from District amenities.
- ~~5.6.~~ Criteria for Club membership should be governed by the individual club’s Bylaws and must comply with the adopted Joint Amenity Facilities Policies.

Violations of ~~these~~ any of the Joint Amenity Facilities 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 at least 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: When there is a liquor license holder registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida ~~no~~-alcohol may not be brought into ~~the physical structure of~~ the Clubhouse, adjoining outdoor patio, ~~and pool deck, or any other outdoor amenities at any time (the Pavilion is the only exemption with prior approval from the Amenity Manager)~~. ~~All~~ 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. If there isn't a liquor license holder registered with the State of Florida, ~~The~~ Amenity Manager may make an exception to ~~this requirement~~ these insurance requirements, in advance, for community events ~~such as pot luck dinners, bingo events and~~ or 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.

GUEST REGISTRATION: 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 twenty-one (21) years of age must be accompanied at all times while using the Amenity Facilities by a parent, guardian, or adult Patron over twenty-one (21) years of age.

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 “first come, 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: ~~Patrons and A~~amenity users should not leave Guests who have adverse or debilitating health conditions unattended ~~while at 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)~~ Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21) who understands the rules and regulations 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)~~ twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21) 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.
- 3.4. Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron over twenty-one (21)

iv. CART PATHS AND BRIDGES

1. All Pathways/Bridges within the community are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Patrons during hours when golf is being played creates potential safety hazards; therefore, all users of the Pathways/Bridges must exercise extreme caution when golf is being played.
2. To reduce danger and likelihood of being struck by a golf ball, Patrons 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 Patrons through if the approaching Patrons are fast moving or can pass by quickly.
3. **Patrons must stay on the Pathways/Bridges or Pond banks.** Patrons 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, Patrons can identify periods when no golfers are on the course. 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.
4. 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.
5. 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.
6. **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Patron 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.
- 1-7. 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.

iv.v. 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
- 1-2. ~~Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21)~~Guests under eighteen (18) years of age must be accompanied by an adult.
- 2-3. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
- 3-4. Scheduled movies and show times are posted and subject to change.
- 4-5. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
- 5-6. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.

- ~~6.7.~~ Reservations for the Cinema shall be made through the Amenity Manager's office.
- ~~7.8.~~ Contact the Amenity Manager or Staff for assistance with equipment.
- ~~8.9.~~ 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.
- ~~9.10.~~ Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

~~v.~~vi. 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.~~vii. 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 the age of twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21)~~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.~~viii. 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. Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron over twenty-one (21)~~
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.~~

vii. ~~GOLF~~GOLF CLUB

- viii.1. ~~Golf may be played at the Golf Course for a fee. Patrons can contact the Pro Shop for more information regarding fees. 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.~~
- ix. ~~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.~~
- x.2. ~~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.~~
- xi. ~~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)~~ twenty-one (21) years of age may play provided they are supervised by an adult Patron, parent, or guardian over twenty-one (21) 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 twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21) ~~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.

5.6. Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron over twenty-one (21)

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 under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21). Guests must be twenty-one (21) years of age or older to operate the grills. ~~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.
- ~~6.7.~~ Alcohol, for personal use, can be consumed in the Pavilion with prior approval by the Amenity Manager.

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)~~ twenty-one 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 under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21) ~~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~~Patron’s 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~~Patrons 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~~Patrons 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 under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21). Guests must be twenty-one (21)

~~years of age or older to operate the grills. Guests must be eighteen (18) years of age to operate the grills in the Rose Garden.~~

~~4.5.~~ A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.

~~5.6.~~ 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.

~~6.7.~~ 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 twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21) who understands the rules and regulations of the game. 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~~Spa 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. Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21)~~
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~~
Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21)
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.~~ Guests under twenty-one (21) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21)
6. No jumping over nets.
7. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.

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

xxiv. WILDLIFE

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

XII. USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

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

XIII. SOVEREIGN IMMUNITY

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

XIV. SEVERABILITY

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

XV. OTHER RULES AND POLICIES

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

SECTION B

DRAFT - FOR SUPERVISOR CONSIDERATION

Reserve Study and Strategic Planning Projects Combined

FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Contingencies						\$82,200	
HVAC Contingency	1.2	\$27,000			\$27,000		
Asphalt, Patch/Seal Contingency	1.4	\$15,000			\$15,000		
Concrete Pathway Contingency	1.6	\$10,000			\$10,000		
Spa Pump Contingency	1.4	\$5,200			\$5,200		
Ponds Erosion Control Contingency	1.2	\$10,000			\$10,000		
Restaurant Major Equipment		\$15,000			\$15,000		
Security Upgrades						\$27,096	
Upgrade Current Security Camera System Additional Camera Locations Upgrade to 4K Cameras	1	\$63,302		\$63,302			
Replace Current Gate Operations System RFID or License Plate Readers	1.4						
Amenity Access Control	1.6						
Gate Credentials		\$12,096			\$12,096		
Clubhouse Credentials		\$15,000			\$15,000		
Painting Clubhouse and Surrounding Amenities						\$31,632	
Clubhouse Painting	1.6	\$23,384			\$23,384		
Pool Columns Painting	1.6	\$3,354			\$3,354		
Pavilion Painting	2	\$2,668			\$2,668		

DRAFT - FOR SUPERVISOR CONSIDERATION

Reserve Study and Strategic Planning Projects Combined

FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Shuffleboard Court Area Painting	2	\$2,226			\$2,226		
Ballroom Refurbishment						\$170,594	
Paint	1.4	\$8,320			\$8,320		
Carpet	1.4	\$42,385			\$42,385		
Activities Office Carpet Replacement	1.8	\$1,149			\$1,149		
Wood Laminate (Recommend Hard Wood as a Replacement)	1.4	\$25,740			\$25,740		
Draperies	1.4	\$26,000			\$26,000		
Upgrade Current Projector and Replace Screen	1.4	\$8,000			\$8,000		
Update Dressing Rooms	1.6	\$5,000			\$5,000		
Hearing Loop Installation in the Ballroom	1.6	\$15,000			\$15,000		
Add Paneling to the Front of the Stage	2	\$1,000			\$1,000		
Round Tables	2.4	\$5,678		\$5,678			
Rectangle Tables	2.4	\$2,080		\$2,080			
Ballroom Kitchen Refurbishment		\$38,000			\$38,000		
Other Projects						\$181,528	
Grease Trap		\$40,000			\$40,000		
Additional Pavers Installed in the Pet Play Park	1.4	\$4,400			\$4,400		
Clubhouse Gutters & Downspouts	1.6	\$23,400			\$23,400		

DRAFT - FOR SUPERVISOR CONSIDERATION

Reserve Study and Strategic Planning Projects Combined FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Fitness Center Equipment, Treadmills	1.6	\$10,400			\$10,400		
Bridge Management	1.8	\$30,000			\$30,000		
Computer Replacement - Offices	1.8	\$3,328			\$3,328		
Potential Acquisitions	1.8	\$40,000			\$40,000		
Ramp To Reflection Garden	2.4	\$15,000			\$15,000		
Emergency Communications	1.8	\$1,000		\$1,000	\$0		
Spa Handicap Lift		\$15,000			\$15,000		
Projects to Fund in Fiscal Year 2023							
Install an Additional Electric Meter for the Ballroom (Potential Cost Savings)	1.8	\$5,000	\$5,000				
Card Room Painting	1.8	\$2,264	\$2,264				
Club Office Carpet Replacement (Recommend LVT)	1.8	\$1,149	\$1,149				
Card Room Carpet Replacement (Recommend LVT)	2	\$3,650	\$3,650				
Bowling Alley Carpet Replacement (Recommend LVT)		\$6,100	\$6,100				
Game Room Carpet Replacement (Recommend LVT)	2	\$6,895	\$6,895				
Media Center Carpet Replacement (Recommend LVT)	1.8	\$4,529	\$4,529				
Media Center Painting	1.8	\$1,111	\$1,111				
Projects to Reconsider for a Future Fiscal Year							
Install an Additional Electric Meter for the Restaurant (Potential Cost Savings)	1.4	\$5,000					\$5,000

DRAFT - FOR SUPERVISOR CONSIDERATION

Reserve Study and Strategic Planning Projects Combined FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Install an Additional Electric Meter for the Pool (Potential Cost Savings)	2	\$5,000					\$5,000
Upgrade Speakers and Sound Equipment to Include Sound Segregation (Ballroom)	1.6	\$57,000					\$57,000
Add Acoustic Panels and Ceiling Tiles (Ballroom)	1.4	\$101,000					\$101,000
Foyer Doors	1.8	\$8,320					\$8,320
Backup Power for Clubhouse (Power Ballroom Only)	2.2	\$55,000					\$55,000
Backup Power for Guard House	2.2	\$25,000					\$25,000
Pool Heater	2.2	\$3,952					\$3,952
Tennis Court Color Coat	2.2	\$17,039					\$17,039
Florida Friendly Landscaping and Hardscapes (allowance)	2.4	\$10,000					\$10,000
Craft Room Painting	2.4	\$1,118					\$1,118
Media Center Refurbishment (Adding Additional Room)	2.4	\$16,000					\$16,000
Finish a Portion of the Attic for Additional Storage	2.4						
Shuffleboard Court Color Coat	2.4	\$12,721					\$12,721
Totals		\$912,958	\$30,698	\$72,060	\$493,050	\$493,050	\$317,150

SECTION VII

SECTION A



LAKE ASHTON

Lake Ashton Community Development District

Room Rental Contract

Function Name: Lake Ashton Bingo

Date: September 18, 2023

Function Location: Lake Ashton Clubhouse Grand Ballroom
4141 Ashton Club Drive
Lake Wales, FL 33859

Function Contact: Lake Ashton Bingo
John DeWinkler, Bingo Officer

The following contract is to be made:

Room Rental of Lake Ashton Grand Ballroom for the game of Bingo from October 1, 2023 thru September 30, 2024, 4 pm to 10 pm, on the following dates:

- October 2023: 2, 9, 16, 23, 30
- November 2023: 6, 13, 20, 27
- December 2023: 4, 11, 18
- January 2024: 8, 15, 22, 29
- February 2024: 5, 12, 19, 26
- March 2024: 4, 11, 18, 25
- April 2024: 1, 8, 15, 22, 29
- May 2024: 6, 13, 20
- June 2024: 3, 10, 17, 24
- July 2024: 1, 8, 15, 22, 29
- August 2024: 5, 12, 19, 26
- September 2024: 9, 16, 23, 30

Rent will be charged at a rate of \$400.00 per week (June-September) and \$450.00 per week (October-May) payable on the 1st Monday of every month. The room rental fee charged under this contract is established by the Lake Ashton Community Development District (the "District") and is set forth in the District's Rule of Procedure.

Lake Ashton Community Development District will not be held responsible for any lost, misplaced, or broken items associated with functions.

Bingo shall be responsible for obtaining and maintaining in good standing, for the entirety of the Room Rental Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the State of Florida.

Acceptance of this Contract: The above price, specifications and conditions are subject to approval by the Lake Ashton Community Development Board of Supervisors. Payment will be made as outlined above.

Lake Ashton Community Development District
Authorized Signature

Lake Ashton Bingo
Authorized Signature

Date

Date

SECTION C

RESOLUTION 2023-04

A RESOLUTION OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, Section 190.011(5) of the *Florida Statutes* authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District and necessary for the conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities to establish a policy governing the disbursement of funds without prior approval of the Board, as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Repeal of Previous Authority. Any previously adopted policy by the Board, by Resolution or otherwise, governing the disbursement of funds without prior approval of the Board is hereby repealed and replaced by this Resolution.

Section 2. Payment of Expenses.

A. Continuing Expenses. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

B. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain to restore to its current condition, a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$5,000 with approval of the District Manager or Community Director; and
2. Non-Continuing Expenses Not Exceeding \$15,000 with approval of the District Manager and Chairman of the Board of Supervisors.

C. Emergency Expenses. For emergency expenses exceeding the authorization in section 2.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rules of Procedure, as amended or updated from time to time, and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager and (ii) the Chairperson of the Board of Supervisors, or in his or her absence, the Vice Chairperson, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

Section 3. Ratification of Approved Expenses. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

Section 4. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of February, 2023.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary

By: 

Its: Chairman, Board of Supervisors

SECTION E

Adopted Budget
Fiscal Year 2024



LAKE ASHTON

Community Development District

August 21, 2023



Lake Ashton
Community Development District

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Lake Ashton

Community Development District

General Fund

Description		Adopted Budget FY 2023	Actual Thru 7/31/23	Projected Next 2 Months	Total Projected 9/30/23	Adopted Budget FY 2024
Revenues						
Special Assessments - Levy	001.300.36300.10100	\$2,055,306	\$2,086,060	(\$24,048)	\$2,062,012	\$2,145,886
Rental Income	001.300.36200.10100	\$40,000	\$48,823	\$2,500	\$51,323	\$40,000
Entertainment Fees	001.300.36200.10000	\$130,000	\$185,436	\$8,156	\$193,592	\$165,000
Newsletter Ad Revenue	001.300.36200.10200	\$95,000	\$86,559	\$9,000	\$95,559	\$95,000
Interest Income	001.300.36100.10000	\$1,000	\$7,929	\$0	\$7,929	\$8,000
Restaurant Lease Income	001.300.34900.10000	\$0	\$300	\$0	\$300	\$19,600
Insurance Proceeds	001.300.36900.10200	\$0	\$32,721	\$0	\$32,721	\$0
Miscellaneous Income	001.300.36900.10000	\$5,000	\$14,992	\$500	\$15,492	\$5,000
Carryforward	001.300.27100.10000	\$31,431	\$99,132	\$0	\$99,132	\$148,445
TOTAL REVENUES		\$2,357,737	\$2,561,952	(\$3,892)	\$2,558,060	\$2,626,931
Expenditures						
<u>Administrative</u>						
Supervisor Fees	001.310.51300.11000	\$4,000	\$5,558	\$900	\$6,458	\$12,000
FICA Expense	001.310.51300.21000	\$306	\$425	\$69	\$494	\$918
Engineering	001.310.51300.31100	\$60,000	\$21,416	\$4,283	\$25,699	\$50,000
Arbitrage	001.310.51300.31200	\$600	\$600	\$0	\$600	\$600
Dissemination	001.310.51300.31300	\$1,500	\$1,850	\$250	\$2,100	\$1,500
Attorney	001.310.51300.31500	\$30,000	\$28,394	\$5,679	\$34,073	\$45,000
Annual Audit	001.310.51300.32200	\$3,850	\$0	\$3,850	\$3,850	\$3,930
Trustee Fees	001.310.51300.32300	\$4,310	\$4,310	\$0	\$4,310	\$4,310
Management Fees	001.310.51300.34000	\$63,248	\$52,707	\$10,541	\$63,248	\$66,410
Accounting System Software	001.310.51300.35100	\$1,000	\$833	\$167	\$1,000	\$1,000
Postage	001.310.51300.42000	\$2,500	\$2,346	\$469	\$2,815	\$3,500
Printing & Binding	001.310.51300.42500	\$1,000	\$400	\$25	\$425	\$500
Newsletter Printing	001.310.51300.42501	\$50,000	\$47,648	\$9,530	\$57,178	\$50,000
Marketing		\$0	\$0	\$0	\$0	\$3,000
Rentals & Leases	001.310.51300.42502	\$5,500	\$3,005	\$601	\$3,606	\$5,500
Insurance	001.310.51300.45000	\$60,823	\$61,372	\$0	\$61,372	\$67,509
Legal Advertising	001.310.51300.48000	\$1,500	\$2,205	\$441	\$2,646	\$1,500
Other Current Charges	001.310.51300.49000	\$1,250	\$302	\$60	\$362	\$750
Office Supplies	001.310.51300.51000	\$175	\$294	\$59	\$352	\$300
Dues, Licenses & Subscriptions	001.310.51300.54000	\$175	\$175	\$0	\$175	\$175
TOTAL ADMINISTRATIVE		\$291,737	\$233,840	\$36,924	\$270,764	\$318,403
<u>Maintenance</u>						
Field Management Services	001.320.57200.34000	\$408,176	\$363,480	\$77,363	\$440,843	\$492,027
Gate/Patrol/Pool Officers	001.320.57200.34501	\$310,273	\$261,666	\$54,606	\$316,272	\$341,286
Gate/Patrol/Pool Officers-Special Events	001.320.57200.34511	\$0	\$0	\$0	\$0	\$0
Security/Fire Alarm/Gate Repairs	001.320.57200.34500	\$7,500	\$10,521	\$339	\$10,860	\$9,500
Access Control System		\$0	\$0	\$0	\$0	\$64,235
Pest Control	001.320.57200.54501	\$4,690	\$2,965	\$1,045	\$4,010	\$4,690

Lake Ashton

Community Development District

General Fund

Description		Adopted Budget FY 2023	Actual Thru 7/31/23	Projected Next 2 Months	Total Projected 9/30/23	Adopted Budget FY 2024
<u>Maintenance-continued</u>						
Telephone/Internet	001.320.57200.41000	\$13,600	\$10,065	\$2,164	\$12,229	\$12,204
Electric	001.320.57200.43000	\$220,000	\$192,817	\$38,563	\$231,380	\$240,000
Water	001.320.57200.43100	\$16,000	\$9,476	\$1,895	\$11,371	\$16,000
Gas-Pool	001.320.57200.43200	\$25,000	\$16,527	\$3,305	\$19,833	\$25,000
Refuse	001.320.57200.43300	\$14,000	\$3,050	\$610	\$3,660	\$8,000
Repairs and Maintenance-Clubhouse	001.320.57200.54500	\$57,600	\$54,637	\$5,500	\$60,137	\$85,600
Repairs and Maintenance-Fitness Center	001.320.57200.54510	\$3,000	\$1,877	\$375	\$2,252	\$3,000
Repairs and Maintenance-Bowling Lanes	001.320.57200.54530	\$17,000	\$12,215	\$2,443	\$14,658	\$17,000
Repairs and Maintenance-Restaurant	001.320.57200.54520	\$0	\$12,556	\$0	\$12,556	\$6,000
Furniture, Fixtures, Equipment	001.320.57200.52010	\$15,000	\$6,152	\$1,230	\$7,382	\$10,000
Repairs and Maintenance-Pool	001.320.57200.45300	\$20,000	\$26,950	\$5,390	\$32,340	\$15,000
Repairs and Maintenance-Golf Cart	001.320.57200.54506	\$5,400	\$3,670	\$734	\$4,405	\$5,400
Landscape Maintenance-Contract	001.320.57200.46200	\$194,520	\$161,210	\$32,242	\$193,452	\$194,700
Landscape Maintenance-Improvements	001.320.57200.46201	\$7,000	\$8,545	\$0	\$8,545	\$15,000
Irrigation Repairs	001.320.57200.46202	\$3,500	\$5,440	\$0	\$5,440	\$3,500
Lake Maintenance-Contract	001.320.53800.46800	\$49,545	\$35,055	\$11,685	\$46,740	\$53,628
Lake Maintenance-Other	001.320.53800.46803	\$0	\$1,200	\$0	\$1,200	\$2,000
Wetland/Mitigation Maintenance	001.320.53800.46801	\$41,595	\$7,300	\$0	\$7,300	\$45,338
Permits/Inspections	001.320.57200.54100	\$2,200	\$3,969	\$794	\$4,762	\$3,000
Office Supplies/Printing/Binding	001.320.57200.51000	\$5,000	\$2,944	\$589	\$3,533	\$5,000
Operating Supplies	001.320.57200.52000	\$23,000	\$13,354	\$2,671	\$16,025	\$0
Credit Card Processing Fees	001.320.57200.34600	\$5,500	\$4,199	\$840	\$5,038	\$5,500
Dues & Subscriptions	001.320.57200.54000	\$9,000	\$7,812	\$1,562	\$9,375	\$9,500
Decorations	001.320.57200.52005	\$2,000	\$1,245	\$249	\$1,494	\$2,000
Special Events	001.320.57200.49400	\$130,000	\$184,437	\$0	\$184,437	\$165,000
Storm Damage	001.320.57200.54502	\$0	\$5,337	\$0	\$5,337	\$0
Traffic Accident Repairs	001.320.57200.54503	\$0	\$6,085	\$0	\$6,085	\$0
TOTAL MAINTENANCE		\$1,610,099	\$1,436,756	\$246,195	\$1,682,950	\$1,859,108
TOTAL EXPENDITURES		\$1,901,836	\$1,670,596	\$283,118	\$1,953,714	\$2,177,511
Other Sources and Uses						
Capital Reserve-Transfer Out (From General Fund to Capital Reserve)		(\$455,901)	(\$455,901)	\$0	(\$455,901)	(\$449,420)
TOTAL OTHER SOURCES AND USES		(\$455,901)	(\$455,901)	\$0	(\$455,901)	(\$449,420)
EXCESS REVENUES		\$0	\$435,456	(\$287,011)	\$148,445	\$0

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Net Assessment	\$1,572,076	\$1,719,338	\$1,703,644	\$1,789,053	\$2,055,306	\$2,145,886
Plus Collection Fees (7%)	\$118,328	\$129,413	\$128,231	\$134,660	\$154,700	\$161,518
Gross Assessment	\$1,690,404	\$1,848,750	\$1,831,875	\$1,923,713	\$2,210,006	\$2,307,404
No. of Units	986	986	977	977	974	974
Gross Per Unit Assessment	\$1,714.41	\$1,875.00	\$1,875.00	\$1,969.00	\$2,269.00	\$2,369.00

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2024

REVENUES:

Special Assessments 001.300.36300.10100

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year.

Rental Income 001.300.36200.10100

Rental fees charged for rental of facilities for events.

Entertainment Fees 001.300.36200.10000

Fees charged for the Entertainment Series tickets and Special Event tickets. The entertainment fees include a charge for those paying with credit cards to offset the credit card processing fees.

Newsletter Income 001.300.36200.10200

The District will earn advertising income from local businesses who would like to advertise in the CDD newsletter that is published on a monthly basis.

Interest Income 001.300.36100.10000

The District will have all excess funds invested with the State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

Restaurant Lease Income 001.300.34900.10000

Monthly lease payment for lease of the Restaurant.

Miscellaneous Income 001.300.36900.10000

Miscellaneous income sources including Monday Morning Coffee Revenue and Postage Revenue as well as any other business center revenue earned during the fiscal year.

Carryforward Surplus 001.300.27100.10000

The unexpended balance at the end of the prior fiscal year that has been rolled forward to the next fiscal year.

EXPENDITURES:

Supervisor Fees 001.310.51300.11000

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon the five paid supervisors attending the estimated 12 monthly meetings and 6 joint meetings at their agreed upon compensation.

FICA Expense 001.310.51300.21000

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024

Engineering Fees 001.310.51300.31100

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

Arbitrage 001.310.51300.31200

The District is required to annually have an arbitrage rebate calculation on the District's Series 2015 Capital Improvement Revenue Refunding Bonds. Currently the District has contracted Grau & Associates, an independent certified public accounting firm, to calculate the rebate liability and submit a report to the District.

Dissemination Agent 001.310.51300.31300

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with Governmental Management Services, to provide this service.

Attorney 001.310.51300.31500

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc.

Annual Audit 001.310.51300.32200

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees 001.310.51300.32300

The District issued Series 2015A-1 and A-2 Capital Improvement Revenue Refunding Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees 001.310.51300.34000

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services. These services are further outlined in Exhibit "A" of the Management Agreement.

Accounting System Software 001.310.51300.35100

The District processes all of its financial activities, i.e., accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services.

Postage 001.310.51300.42000

Mailing of checks, overnight deliveries, correspondence, etc.

Printing & Binding 001.310.51300.42500

Printing copies, printing of computerized checks, stationary, envelopes etc.

Newsletter Printing 001.310.51300.42501

Cost of preparing and printing monthly newsletter for CDD residents.

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024

Rentals & Leases 001.310.51300.42502

The District currently has a lease for the copier at the clubhouse that is estimated to cost \$176 per month plus copy overage and toner shipping charges.

Insurance 001.310.51300.45000

The District's General Liability & Public Officials Liability Insurance policy and property insurance is with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising 001.310.51300.48000

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges 001.310.51300.49000

Bank charges and any other miscellaneous expenses that are incurred during the year.

Property Taxes 001.310.51300.31400

Non-exempt Ad-valorem taxes on property owned within the District.

Office Supplies 001.310.51300.51000

Miscellaneous office supplies.

Dues, Licenses & Subscriptions 001.310.51300.54000

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

MAINTENANCE:

Field Management Fees 001.320.57200.34000

CALM will provide on-site management services for the District. The amount budgeted is based on an estimated annual contract amount of \$492.027. This amount represents a 6% proposed increase.

Gate/Patrol/Pool Officers 001.320.57200.34501

Property, gate attendant services and pool officers for the Lake Ashton Community Development District are now provided by Securitas. The amount budgeted is based on the annual contract.

Pest Control 001.320.57200.54501

The District has obtained a contract with Florida Pest Control for bugs, mosquitoes and rodent control.

Security/Fire Alarm/Gate Repairs 001.320.57200.34500

Annual fire alarm and security alarm monitoring as well as gate repairs.

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2024

Telephone/Internet 001.320.572100.41000

The District is contracted with Spectrum for Internet services, telephone services, and guest wi-fi services. The District is also contracted with Kings III for emergency telephone service at the pool.

Electric 001.320.57200.43000

The District has various accounts with TECO for electric services.

<u>Account Number</u>	<u>Description</u>	<u>Annual Amount</u>
211003673699	3555 LAKE ASHTON BL LTS	\$500.00
211003674275	LAKE ASHTON-OUTDOOR LIGHTING	\$60,000.00
211003674721	1101 ASHTON PALMS DRIVE	\$400.00
211003674952	ASHTON PALMS DR A/L - OUTDOOR LIGHTING	\$500.00
211003675454	ASHTON PALMS DRIVE- OUTDOOR LIGHTING	\$7,800.00
211003675231	LAKE ASHTON PHIII B - OUTDOOR LIGHTING	\$24,500.00
211003673350	3555 LAKE ASHTON BL GRD HSE	\$3,500.00
211003674523	DUNMORE DRIVE AL	\$47,000.00
211003673988	4141 ASHTON CLUB DRIVE	\$64,500.00
221000397002	LAKE ASHTON PH5 LTS	\$12,150.00
211003675660	LAKE ASHTON PH6	\$14,750.00
211003675918	THE PALMS/MACARTHUR PALMS	\$4,400.00
TOTAL		<u><u>\$240,000.00</u></u>

Water 001.320.57200.43100

The District receives water service from the City of Lake Wales.

<u>Account Number</u>	<u>Description</u>	<u>Annual Amount</u>
20735	4141 ASHTON CLUB DRIVE	\$11,500.00
22109	GATE ENTRANCE-IRR	\$1,500.00
37767	PALMS IRRIGATION	\$1,500.00
20740	4128 LAKE ASHTON BLVD.	\$1,500.00
TOTAL		<u><u>\$16,000.00</u></u>

Gas-Pool 001.320.57200.43200

The District currently uses Amerigas Propane for gas to heat the pool.

Refuse Service 001.320.57200.43300

The District is currently contracted with Florida Refuse for garbage pickup and recycling services.

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2024

Maintenance

Repairs and Maintenance-Clubhouse 001.320.57200.54500

Regular repairs and maintenance to the District's Facilities.

Repairs and Maintenance-Fitness Center 001.320.57200.54510

Regular repairs and maintenance to the fitness equipment and center.

Repairs and Maintenance-Restaurant 001.320.57200.54520

Regular repairs and maintenance to the restaurant.

Repairs and Maintenance-Bowling Lanes 001.320.57200.54530

Regular repairs and maintenance to the bowling lanes.

Furniture, Fixtures, Equipment 001 320.57200.52010

Replacement of furniture, fixtures, and equipment in the Clubhouse.

Repairs and Maintenance-Cart Path & Bridge 001.320.57200.54540

Regular repairs and maintenance to the golf cart paths and bridges.

Repairs and Maintenance-Pool 001.320.57200.45300

Regular repairs and maintenance of the pool.

Golf Cart Repairs and Maintenance 001.320.57200.54506

The District has contracted with Performance Plus Carts for the preventive & regular maintenance to the golf carts.

Landscape Maintenance 001.320.57200.46200

The District has contracted with Yellowstone Landscape to provide landscape maintenance services for the Lake Ashton Community Development District. These services will include, mowing, edging, trimming, debris removal, fertilizer, insect, disease and weed control, shrubs, tree maintenance, irrigation, planting of annuals, mulching, palm pruning, and maintenance on Fig.

Plant Replacement 001.320.57200.46201

Replacement of plants needed throughout the District.

Irrigation Repairs 001.320.57200.46202

Unscheduled repairs and maintenance to the irrigation system throughout the District.

Lake Maintenance 001.320.53800.46800

The District has obtained a contract with Applied Aquatic Management for the maintenance of 13 ponds, canals, & E-1 pond Littoral Shelf.

<u>Description</u>	<u>Monthly</u>	<u>Annually</u>
Applied Aquatics	\$4,469	\$53,628

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET
FISCAL YEAR 2024

Wetland/Mitigation Maintenance 001.320.53800.46801

The District has obtained a contract with Applied Aquatic Management for Wetlands/Mitigation maintenance. The management program will include the control of vegetation, algae, and grass/brush control.

<u>Description</u>	<u>Quarterly</u>	<u>Annually</u>	<u>Area</u>
Applied Aquatics	\$9,717.00	\$38,868.00	Mitigation Areas: 1B, 7A Wetlands Areas: 2, 3, 4, 5, 6, 8, Utility Easement Wetland, and East Conservation Area
	<u>Semi-Annually</u>	<u>Annually</u>	<u>Area</u>
Applied Aquatics	\$3,235.00	\$6,470.00	Conservation Area from Clubhouse West to boat ramp

Permits/Inspections 001.320.57200.54100

The District is required to renew permits and other inspections on an annual basis with the City of Lake Wales, Polk County and The State of Florida to comply with regulations.

Office Supplies/Printing & Binding 001.320.57200.51000

Office supplies for the clubhouse that will include items such as paper, toner, etc.

Operating Supplies 001.320.57200.52000

General operating supplies such as chemicals, paints, paper products, etc. for the clubhouse.

Credit Card Processing Fee 001.320.57200.34699

The District processes credit cards with Bank of America.

Dues & Licenses 001.320.57200.54000

The District is required to pay an annual subscription for Motion Picture Licensing and Music Licensing.

Decorations 001.320.57200.52005

The District funds seasonal decorations for the Clubhouse.

Special Events 001.320.57200.49400

The District will have shows and events throughout the year.

Lake Ashton

Community Development District

Capital Projects Funds

Description	Adopted Budget FY 2023	Actual Thru 7/31/23	Projected Next 2 Months	Total Projected 9/30/23	Adopted Budget FY 2024
Revenues					
Capital Reserve-Transfer In (From General Fund to Capital Reserve)	\$455,901	\$455,901	\$0	\$455,901	\$449,420
Interest Income	\$1,000	\$14,359	\$0	\$14,359	\$500
Carryforward Surplus	\$273,754	\$309,127	\$0	\$309,127	\$548,136
TOTAL REVENUES	\$730,655	\$779,387	\$0	\$779,387	\$998,056
Expenditures					
Capital Projects-FY 23					
Ballroom Renovation	\$11,500	\$0	\$0	\$0	\$0
Treadmills (2)	\$10,000	\$0	\$0	\$0	\$0
Outdoor Pool/Spa Refurbishment	\$66,800	\$58,675	\$0	\$58,675	\$0
Lake Ashton Shoreline Restoration	\$16,000	\$0	\$0	\$0	\$0
Gate Operators with LED Gate Arms	\$10,000	\$0	\$0	\$0	\$0
Bocce Court Refurbishment	\$20,000	\$0	\$0	\$0	\$0
HVAC	\$27,000	\$21,861	\$0	\$21,861	\$0
Asphalt and Curbline repairs	\$20,000	\$0	\$0	\$0	\$0
Golf Course Pathways	\$10,000	\$0	\$0	\$0	\$0
Golf Course Bridge Maintenance	\$30,000	\$0	\$0	\$0	\$0
Pond Repairs	\$10,000	\$0	\$0	\$0	\$0
Paver Maintenance	\$11,500	\$0	\$0	\$0	\$0
Restaurant Equipment	\$16,000	\$0	\$0	\$0	\$0
Other BOS Approved Capital Projects					
Fence Repairs	\$0	\$3,500	\$0	\$3,500	\$0
Stormwater Management	\$0	\$29,481	\$0	\$29,481	\$0
Amenity Room Refurbishment	\$0	\$13,265	\$0	\$13,265	\$0
LA Blvd. Refurbishment	\$0	\$80,430	\$0	\$80,430	\$0
Restaurant Patio Awning	\$0	\$12,000	\$12,000	\$24,000	\$0
Other Current Charges	\$650	\$39	\$0	\$39	\$0
Capital Projects-FY 24					
Capital Projects	\$0	\$0	\$0	\$0	\$450,850
Contingencies	\$0	\$0	\$0	\$0	\$82,200
Other Current Charges	\$0	\$0	\$0	\$0	\$650
TOTAL EXPENDITURES	\$259,450	\$219,251	\$12,000	\$231,251	\$533,700
EXCESS REVENUES	\$471,205	\$560,136	(\$12,000)	\$548,136	\$464,356

	RESERVES	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Beginning Balance		\$361,998	\$297,127	\$536,136	\$452,356	\$605,356
Reserves		\$349,813	\$455,901	\$449,420	\$400,000	\$400,000
Interest		\$4,112	\$14,359	\$500	\$3,000	\$3,000
Expenditures		(\$257,331)	(\$231,251)	(\$533,700)	(\$250,000)	(\$250,000)
Expenditures-Restaurant		(\$161,465)	\$0	\$0	\$0	\$0
Ending Balance		\$297,127	\$536,136	\$452,356	\$605,356	\$758,356

Lake Ashton

Community Development District

Debt Service Fund

Series 2015 Special Assessment Refunding Bonds

Description	Adopted Budget FY 2023	Actual Thru 7/31/23	Projected Next 2 Months	Total Projected 9/30/23	Adopted Budget FY 2024
Revenues					
Special Assessments - Levy	\$435,837	\$423,348	\$7,356	\$430,704	\$416,871
Special Assessments - PPMT A-1	\$0	\$23,953	\$0	\$23,953	\$0
Special Assessments - PPMT A-2	\$0	\$0	\$0	\$0	\$0
Interest Income	\$500	\$2,759	\$1,971	\$4,730	\$500
Carry Forward Surplus ⁽¹⁾	\$153,012	\$189,146	\$0	\$189,146	\$90,783
TOTAL REVENUES	\$589,350	\$639,206	\$9,327	\$648,533	\$508,154
Expenditures					
Series 2015A-1					
Interest - 11/01	\$72,500	\$72,500	\$0	\$72,500	\$63,500
Interest - 05/01	\$72,500	\$0	\$72,500	\$72,500	\$63,500
Principal - 05/01	\$230,000	\$0	\$230,000	\$230,000	\$230,000
Special Call - 05/01	\$0	\$0	\$130,000	\$130,000	\$0
Series 2015A-2					
Interest - 11/01	\$11,375	\$11,375	\$0	\$11,375	\$10,625
Interest - 05/01	\$11,375	\$0	\$11,375	\$11,375	\$10,625
Principal - 05/01	\$20,000	\$0	\$20,000	\$20,000	\$20,000
Special Call - 5/01	\$0	\$0	\$10,000	\$10,000	\$0
TOTAL EXPENDITURES	\$417,750	\$83,875	\$473,875	\$557,750	\$398,250
EXCESS REVENUES	\$171,600	\$555,331	(\$464,548)	\$90,783	\$109,904

⁽¹⁾ Carryforward surplus is net of the Reserve Requirement.

2015A-1	\$57,750
2015A-2	\$10,125
11/24 Interest	\$67,875

No. of Units	Per Unit	2015A-1	2015A-2
401	\$0.00	\$0.00	\$0.00
129	\$539.74	\$69,626.46	\$0.00
16	\$684.62	\$10,953.92	\$0.00
256	\$765.82	\$196,049.92	\$0.00
22	\$1,092.43	\$0.00	\$24,033.46
61	\$1,028.98	\$36,219.36	\$26,548.42
77	\$977.74	\$75,285.98	\$0.00
GC (12)	\$9,530.40	\$9,530.40	\$0.00
974		\$397,666.04	\$50,581.88
Discounts/Collection Fees (7%)		(\$27,836.62)	(\$3,540.73)
Net Assessment Total		\$369,829.42	\$47,041.15

Lake Ashton

Community Development District

Series 2015A-1 Capital Improvement Revenue Refunding Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/23	\$2,900,000.00	\$ 360,000.00	\$ 72,500.00	\$ -
11/01/23	\$2,540,000.00	\$ -	\$ 63,500.00	\$ 496,000.00
05/01/24	\$2,540,000.00	\$ 230,000.00	\$ 63,500.00	\$ -
11/01/24	\$2,310,000.00	\$ -	\$ 57,750.00	\$ 351,250.00
05/01/25	\$2,310,000.00	\$ 240,000.00	\$ 57,750.00	\$ -
11/01/25	\$2,070,000.00	\$ -	\$ 51,750.00	\$ 349,500.00
05/01/26	\$2,070,000.00	\$ 255,000.00	\$ 51,750.00	\$ -
11/01/26	\$1,815,000.00	\$ -	\$ 45,375.00	\$ 352,125.00
05/01/27	\$1,815,000.00	\$ 265,000.00	\$ 45,375.00	\$ -
11/01/27	\$1,550,000.00	\$ -	\$ 38,750.00	\$ 349,125.00
05/01/28	\$1,550,000.00	\$ 280,000.00	\$ 38,750.00	\$ -
11/01/28	\$1,270,000.00	\$ -	\$ 31,750.00	\$ 350,500.00
05/01/29	\$1,270,000.00	\$ 295,000.00	\$ 31,750.00	\$ -
11/01/29	\$ 975,000.00	\$ -	\$ 24,375.00	\$ 351,125.00
05/01/30	\$ 975,000.00	\$ 310,000.00	\$ 24,375.00	\$ -
11/01/30	\$ 665,000.00	\$ -	\$ 16,625.00	\$ 351,000.00
05/01/31	\$ 665,000.00	\$ 325,000.00	\$ 16,625.00	\$ -
11/01/31	\$ 340,000.00	\$ -	\$ 8,500.00	\$ 350,125.00
05/01/32	\$ 340,000.00	\$ 340,000.00	\$ 8,500.00	\$ 348,500.00
		\$ 2,900,000.00	\$ 749,250.00	\$ 3,649,250.00

Lake Ashton

Community Development District

Series 2015A-2 Capital Improvement Revenue Refunding Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/23	\$455,000.00	\$ 30,000.00	\$ 11,375.00	\$ -
11/01/23	\$425,000.00	\$ -	\$ 10,625.00	\$ 52,000.00
05/01/24	\$425,000.00	\$ 20,000.00	\$ 10,625.00	\$ -
11/01/24	\$405,000.00	\$ -	\$ 10,125.00	\$ 40,750.00
05/01/25	\$405,000.00	\$ 25,000.00	\$ 10,125.00	\$ -
11/01/25	\$380,000.00	\$ -	\$ 9,500.00	\$ 44,625.00
05/01/26	\$380,000.00	\$ 25,000.00	\$ 9,500.00	\$ -
11/01/26	\$355,000.00	\$ -	\$ 8,875.00	\$ 43,375.00
05/01/27	\$355,000.00	\$ 25,000.00	\$ 8,875.00	\$ -
11/01/27	\$330,000.00	\$ -	\$ 8,250.00	\$ 42,125.00
05/01/28	\$330,000.00	\$ 25,000.00	\$ 8,250.00	\$ -
11/01/28	\$305,000.00	\$ -	\$ 7,625.00	\$ 40,875.00
05/01/29	\$305,000.00	\$ 30,000.00	\$ 7,625.00	\$ -
11/01/29	\$275,000.00	\$ -	\$ 6,875.00	\$ 44,500.00
05/01/30	\$275,000.00	\$ 30,000.00	\$ 6,875.00	\$ -
11/01/30	\$245,000.00	\$ -	\$ 6,125.00	\$ 43,000.00
05/01/31	\$245,000.00	\$ 30,000.00	\$ 6,125.00	\$ -
11/01/31	\$215,000.00	\$ -	\$ 5,375.00	\$ 41,500.00
05/01/32	\$215,000.00	\$ 30,000.00	\$ 5,375.00	\$ -
11/01/32	\$185,000.00	\$ -	\$ 4,625.00	\$ 40,000.00
05/01/33	\$185,000.00	\$ 35,000.00	\$ 4,625.00	\$ -
11/01/33	\$150,000.00	\$ -	\$ 3,750.00	\$ 43,375.00
05/01/34	\$150,000.00	\$ 35,000.00	\$ 3,750.00	\$ -
11/01/34	\$115,000.00	\$ -	\$ 2,875.00	\$ 41,625.00
05/01/35	\$115,000.00	\$ 35,000.00	\$ 2,875.00	\$ -
11/01/35	\$ 80,000.00	\$ -	\$ 2,000.00	\$ 39,875.00
05/01/36	\$ 80,000.00	\$ 40,000.00	\$ 2,000.00	\$ -
11/01/36	\$ 40,000.00	\$ -	\$ 1,000.00	\$ 43,000.00
05/01/37	\$ 40,000.00	\$ 40,000.00	\$ 1,000.00	\$ 41,000.00
		\$ 455,000.00	\$ 186,625.00	\$ 641,625.00

SECTION VIII

SECTION B



09/18/2023

**Lake Ashton I CDD Meeting
Engineering Report**

- 1) **Lake Ashton Shoreline Stabilization Investigation**
 - Working with CLS Environmental for restoration quotes.
- 2) **4444-4445 Ventana Drainage Investigation**
 - AAA to begin work mid-October.
- 3) **Bridge Board Replacements**
 - EMC Docks – \$9,120
 - S&S Contracting - \$11,164
- 4) **Turnberry Repave**

SECTION 1

SECTION (a)



EMC DOCKS



545 Avenue I SE • Winter Haven, FL 33880 • 863-298-8442 • Fax 863-298-8470

Lake Ashton
Garrett Posten
0 Pebble Beach Blvd
Winter Haven, FL 33884

July 28, 2023

garrett@raylengineering.com

RE: Replace Bridge # 1 and #11 Deck Boards

Bridge #1 Decking Boards:

To remove and replace 3" x 8" that are 10 feet long.

(43) bridge decking boards all located at the specific locations that have been marked by Rayl Engineering.

All decking boards will be screwed in.

Bridge # 11 Decking Boards:

To remove and replace 3" x 8" that are 10 feet long.

(45) bridge decking boards all located at the specific locations that have been marked by Rayl Engineering.

All decking boards will be screwed in.

Bridge #1

Material (43) Boards \$ 2,810.00

Labor \$ 4,430.00

Total Cost: \$ 7,240.00

Bridge # 11

Material (10) Boards \$ 780.00

Labor \$ 1,100.00

Total Cost: \$ 1,880.00

This type of job requires a Marine Specialty Contractor license. Eric McCoy/EMC Construction INC. is a Marine Specialty Contractor license # SCC131152729.

If you have any questions after reviewing this estimate, please feel free to give me a call directly. My cell phone number is (863)287-4108.

I look forward to hearing from you!

Sincerely,

Eric McCoy, Owner

Marine Specialty Contractor, SCC131152729

Certified Residential Contractor, CRC1333485

SECTION (b)



S&S Contracting
of Polk County Inc.
P.O. Box 158
Homeland, FL. 33847
(863) 537-7734

Estimate

Date	Estimate No.
7/20/2023	E5716

Name/Address
Lake Ashton I CDD Lloyd Howison 4141 Ashton Club Drive Lake Wales, FL. 33859

Fax #	E-mail
863-537-7199	sscontractingofpc@gmail.com

East Golf Course Cart Bridges Board Replacement

Description	Qty	Rate Each	Total
Mobilization (LS)	1	700.00	700.00
Selective Demo & Haul off Bridge Deck Boards (LS)	1	2,250.00	2,250.00
Furnish 3"x8"x10' Pressure Treated Deck Boards (EA)	47	62.00	2,914.00
Furnish 3"x8"x10'+ to 12' Pressure Treated Deck Boards (EA)	5	73.00	365.00
Furnish 3"x8"x12'+ to 14' Pressure Treated Deck Boards (EA)	1	84.00	84.00
Install 3"x8"x10' Pressure Treated Deck Boards (EA)	35	84.00	2,940.00
Install 3"x8"x10'+ to 12' Pressure Treated Deck Boards (EA)	1	90.00	90.00
Install 3"x8"x10' Pressure Treated Deck Boards / Must Remove Guard Rail to Install (EA)	12	105.00	1,260.00
Install 3"x8"x10'+ to 12' Pressure Treated Deck Boards / Must Remove Guard Rail to Install (EA)	4	111.00	444.00
Install 3"x8"x12'+ to 14' Pressure Treated Deck Boards / Must Remove Guard Rail to Install (EA)	1	117.00	117.00
Notes: 1) It is owner's responsibility to reroute and/or direct golf course traffic around work areas. 2) This estimate contains no allowance for any repairs/replacement of cart paths, irrigation systems, landscaping and/or turf grass. Bridge repairs limited to as shown on Lake Ashton East Golf Cart Bridges condition assessment received from Rayl Engineering & Surveying, LLC. 3) The Bridge Deck Boards are special order and must be paid for when ordered. We will invoice for materials when estimate is approved and will order materials when payment is received. Due to volatility in cost of materials any cost increases between date of estimate and prepayment/order date of boards will be passed on to owner.			

General Terms and Conditions: Price good for 30 days. Bond not included. Payment terms: Net 30 days upon completion of project, 3% fee monthly on unpaid balances after 30 days. This quotation shall become part of any subsequent contract. Note: Bid based on (1) one application of PAINT and (1) (Price based on Specs at time of estimation Bid does not include: Traffic Control, Cleaning, Drying, Control Layout. Striping / Marking: The area to be striped will be cleaned prior to S & S Contracting arrival. Maintenance of Traffic will be supplied by Contractor for temporary and permanent striping. Bid Based on one (1) Mobilization. Final billing will be based on actual measurements. Pricing excludes any bond, survey, layout, MOT, sod, erosion control, storm water pollution plan.

Total \$11,164.00

Approved & Date

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by:
Christine Wells, Community Director

Meeting Date: September 18, 2023

Events and Activities

The 2024 Entertainment Series was announced in the September edition of the LA Times. Staff is excited for this year's line-up and are happy to have Family Elder Law as the sponsor again this year. Renewal sales will begin on October 2 and residents will be required to show proof of residency when purchasing tickets. As noted on the poster that was included in the magazine, tickets are for residents of Lake Ashton only.

2024 ENTERTAINMENT SERIES at Lake Ashton

RHINESTONE COWGIRLS
18 JAN. Three powerhouse singers perform fresh arrangements of classic and contemporary country hits in this elegant and authentic journey celebrating the evolution of country music's humble beginnings to the giants of today's music industry. From Patsy, Loretta, Tammy, and Dolly to Reba, Shania, Faith, and Carrie, Rhinestone Cowgirls celebrates country music's greatest lady legends who helped put country music on the map.

SOUL OF BROADWAY
31 JAN. The Soul of Broadway - Impossible Dreams starring Terron Brooks brings Broadway to audiences in a fresh new way as Brooks reinterprets your favorite classic and contemporary Broadway songs. This night of reimagined songs will take audiences through a journey of love, loss, and the hope of a new tomorrow.

MODERN GENTLEMEN
9 FEB. Originally brought together as The Four Seasons by the legendary Frankie Valli, they wowed audiences worldwide for over a decade as the four voices alongside the rock & roll icon. Now, they blend the classic sounds of yesterday with their modern style and a cool new take on the popular hits of Pop, Rock, Jazz and Doo Wop!

Showtimes: 5 and 8 pm
Clubhouse Ballroom
4141 Ashton Club Dr.
Lake Wales, FL 33859
863-324-6032

SEASON TICKET PRICES:
5 PM REGULAR: \$125 5 PM PREMIUM: \$150
8 PM REGULAR: \$150 8 PM PREMIUM: \$175

2024 ENTERTAINMENT SERIES at Lake Ashton

THE SHOWMAN starring FRANKIE SCINTA
6 MAR. From the moment he steps on stage, the audience embraces Frankie Scinta with laughter, applause and genuine awe of his talent. With his tremendous ability to entertain, a performance by "The Showman" is anything but typical. In addition to being a world class vocalist and musician, Frankie is also a comedian and spoken impressionist.

JENENE CARAMIELO
29 MAR. From her early work in regional theater musicals such as The Music Man and Fiddler on the Roof, to opera workshops including Aida, to lead vocalist in pop music-packed theme park productions, Jenene's lifelong training and work in voice, dance, piano, and acting & improvisation has delighted audiences the world over.

CURRENT SEASON TICKET RENEWALS:
 October 2 – 31, 2023

CURRENT SEASON TICKET HOLDER UPGRADE/EXCHANGE PERIOD:
 November 7 – 9, 2023

NEW SEASON TICKET SALES:
 November 14 – December 8, 2023

INDIVIDUAL TICKET SALES (IF AVAILABLE):
 December 19, 2023

SEASON TICKETS ARE SOLD ONLY TO LAKE ASHTON RESIDENTS. LIMIT ONE TICKET PER RESIDENT. HAVE LAKE ASHTON PHOTO IDENTIFICATION ON HAND TO PURCHASE WITH MAJOR CREDIT CARDS OR CHECK. PAYABLE TO LAGO. TICKETS CAN ONLY BE RESOLD TO LAKE ASHTON RESIDENTS. UPGRADES/EXCHANGES ARE MADE ONLY PRIOR TO THE FIRST PERFORMED. BASIS AND CANCELS MADE OVER THE PHONE WITH A CREDIT CARD AFTER 11 AM ON NOVEMBER 1. TICKETS CAN ONLY BE EXCHANGED BY THE NAMED SEASON TICKET HOLDER.

2024 ENTERTAINMENT SERIES SPONSOR:
Family Elder Law
A Firm Helping Seniors

Services Offered:
 Asset Protection
 Crisis Medicaid Planning
 Proactive Estate Planning
 Probate & Trust Administration
 Special Needs Planning
 VA Benefits Planning

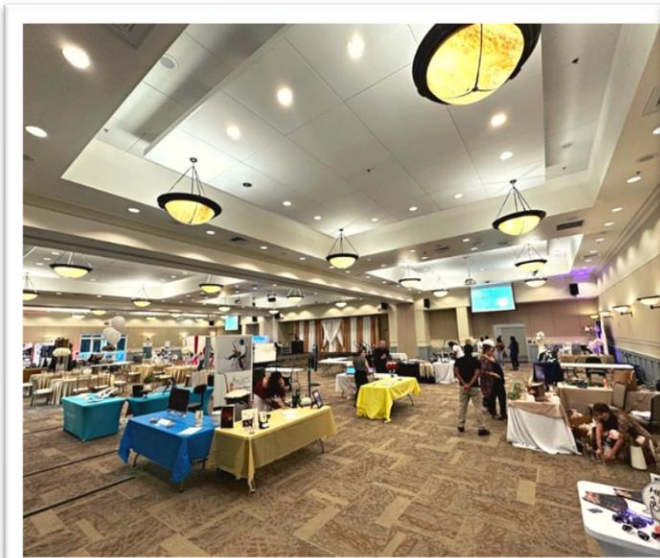
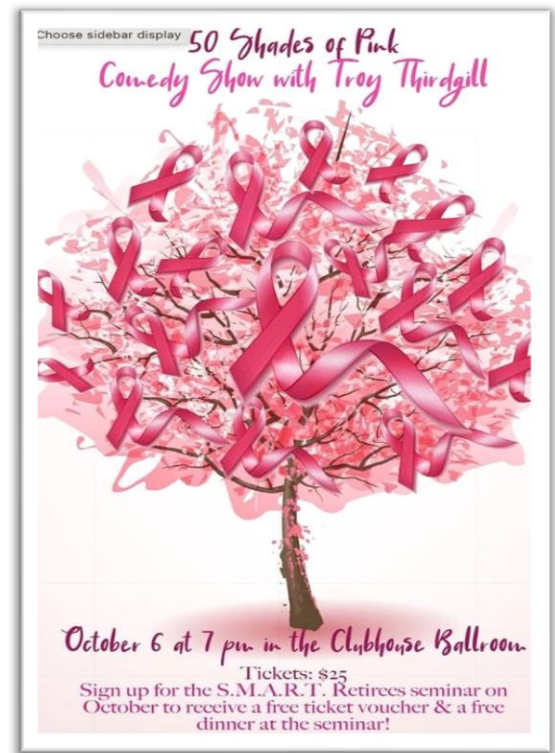
www.FamilyElderLaw.com
Lake Wales (863) 676-8432
Sebring (863) 658-3506
Lakeland (863) 808-1740

The following events are scheduled for September - November

- 9/13 - Karaoke w/ DJ Wayne
- 9/13 – Brushes and Beverages
- 9/20 - Premier Boat & Howey Mansion Bus Trip
- 9/22 - Oktoberfest
- 9/28 – Good Neighbor Day Potluck
- 9/29 - Crafting with Carmen: Rustic Door Wreaths
- 10/3 - Seasonal Floral Frames: Fall
- 10/3 - Matt Malia SMART Seminar giving free ticket vouchers for 50 Shades of Pink
- 10/6 - 50 Shades of Pink Comedy Show

10/10 - Sarasota Trolley Bus Trip
 10/11 - Karaoke w/ DJ Wayne
 10/19 - Halloween Crafting w/ Carmen
 10/28 - Fall Festival
 11/1 - Holocaust Museum Bus Trip
 11/8 - Karaoke w/ DJ Wayne
 11/10 - One-Acts Dinner Theater
 11/16 - Thanksgiving Crafting w/ Carmen
 11/26 - Myrtle Beach Bus Trip
 11/28 - Victorian Trees Bus Trip
 11/29 - Home Improvement Expo

Staff attended a Bridal Expo on Thursday, September 7 to promote Lake Ashton. It was very successful with over 25 leads generated. Staff put a date on hold for one couple at the event and spoke to over 100 attendees.



A sponsor has been found for a shredding event. The Lake Wales Breakfast Rotary Club will be sponsoring a shredding event on November 11. Thank you to Jim Weaver for setting this up for Lake Ashton residents.

Staff is working on scheduling an Open House event in the Clubhouse to showcase the newly refurbished amenities. Information will be put in the October LA Times.

Staff scheduled a Good Neighbor Day Potluck on September 28 which is National Good Neighbor Day. We will be working with LAICDD to schedule a monthly Resident Social starting in October. The Resident Socials will alternate between locations.



Newsletter:

The September Lake Ashton community magazine was sent out via email blast along with the monthly calendar of events on September 1. This issue featured a front cover highlighting the Outdoor Pool and Spa refurbishment project. The back cover promoted the Oktoberfest celebration.

The October *LA Times*

magazine will be distributed on **Friday, September 29.**



Monday Coffee:

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

- September 25 – Winter Haven Chamber of Commerce
- October 2 – United Way Reading Pals
- October 9 – Central Florida Breast Cancer Foundation

Cost Savings Analysis:

- Contact was made with all utility companies to determine any cost savings.
 - TECO
 - Staff is working with a TECO rep to see if there are any ways to lower the monthly bills for rental equipment. Staff spoke with a TECO representative and he is looking into the possibility of changing our light fixtures and/or poles to realize savings.
 - Spectrum
 - Staff is working with Spectrum to identify all outstanding credits. Credits for phone equipment is still pending.
 - A meeting is scheduled for September 12 to discuss internet options for the Clubhouse.
 - Staff was able to set up a bulk chemical plan with Spies. This will save the District approximately \$200 per month. This also eliminates the multiple trips a week that were being taken by staff to the local pool chemical supply store, thus increasing productivity.

- Supervisors approved the installation of perennials at the front entrance to the community. There was no additional cost for this project and it will save the District \$5,700 a year starting October 1.
- Staff was able to save the District approximately \$2,700 by completing the painting of the Card Room, Media Center, and Bowling Alley in house.
- Staff is continuing to work on bringing natural gas into the community. The last communication on August 8 indicated that the gas main was in the construction stage and once completed they will conduct a feasibility study on extending the main and servicing the Clubhouse.

Other Information:

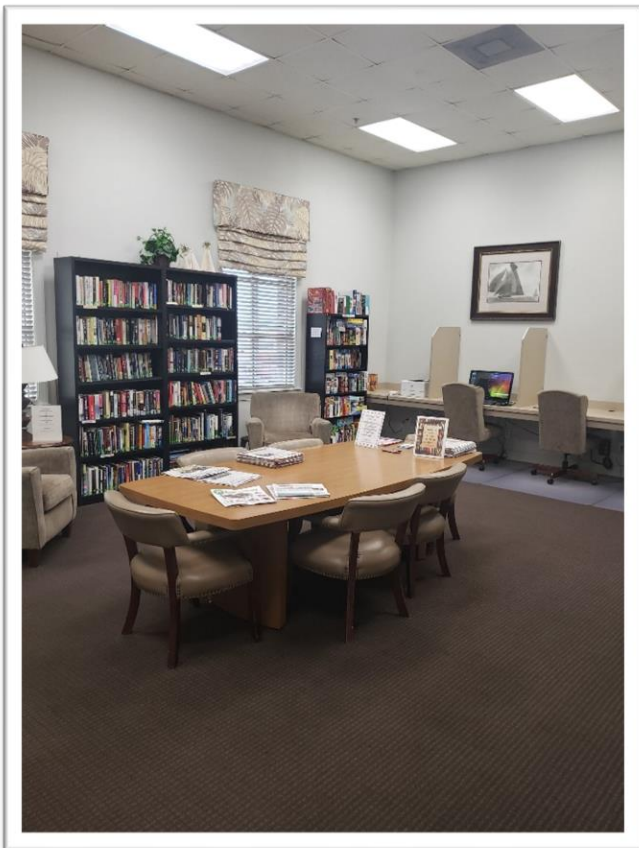
- Staff and Supervisor Costello met with LWPD to discuss vendor parking on the street. They gave us some suggestions that started with educating the vendors. A flyer will be given out to vendors starting the week of September 11. The officers stated after that has been implemented, they will make periodic patrols to enforce City parking ordinances. An article was placed in the September LA Times advising residents of safe parking practices for vendors working at their home.
- Maintenance contracts are in the process of being executed. The following clause was added to all agreement extensions. “That any increase in the Total Fee for Services for future extensions will be delivered to the District no later than ninety (90) days prior to the expiration of the Agreement.”
- Staff is working with the Fine Arts and Photography Club to set up a revolving resident photo display in the Clubhouse main hallway.
- Canvas prints of the photos that won the photo contest last year in addition to some that were runners up were ordered and will arrive soon. These will be hung in the Lobby and throughout the Clubhouse.
- The contract for the installation of 4 barrier arms and operators has been executed and the barrier arms have been ordered by Securitas. An estimated arrival date has not been given.
- Staff has set up a meeting with Kincaid Electric on Wednesday, September 13 to discuss costs of what is needed with the installation of the new security options.
- Brooker Septic is in the process of getting us on the schedule for grease trap installation.
- Ashton Lanes closed Monday, August 21 and reopened on Tuesday, August 28. The flooring was replaced at the entrance and the baseboards were painted.
- A surplus list of items is included in the agenda packet for Supervisor’s consideration.
- Quotes for the refurbishment of the Bocce Ball Courts are included in the agenda packet.

- Staff is working on sign options for the main entrance. Options with pricing will be presented at an upcoming BOS meeting. This is a revenue generating project.
- Staff is working on a plan with options for residents to purchase memorial swings and other seating options for the Reflection Garden. Options will be presented at an upcoming meeting.

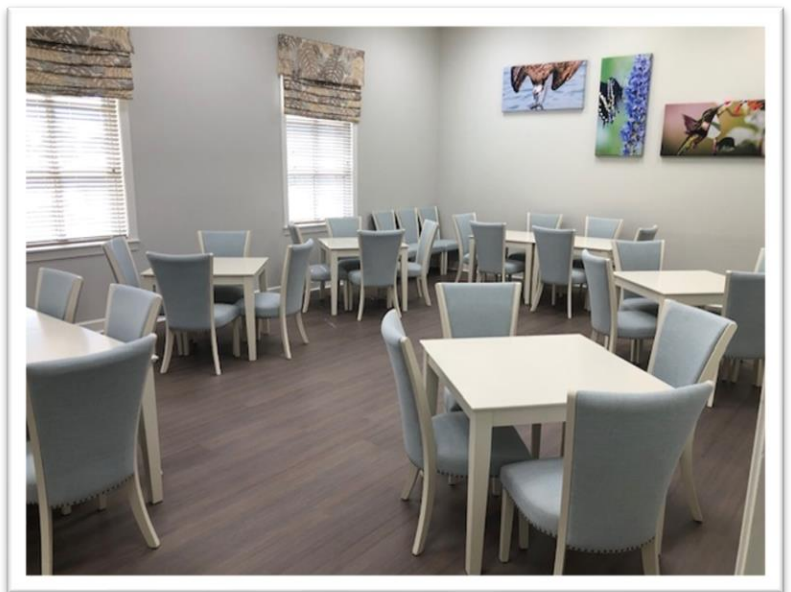
Staff has completed the switch of the Card Room and Media Center with the exception of the second door being installed and room divider arriving in the Card Room.

The Card Room opened on Thursday, August 31.

- Floors were replaced
- Walls were repaired and painted
- Eight (8) new tables and 32 chairs were installed
- Four (4) photo fabric covered acoustic panels were installed
- Clocks were ordered and will be installed soon
- A second door will be added and a portable room divider will be available to maximize the usage in that room
- Staff informed all Clubs of the Joint Amenity Facilities Policies governing reservations when moving them back into this room.



BEFORE



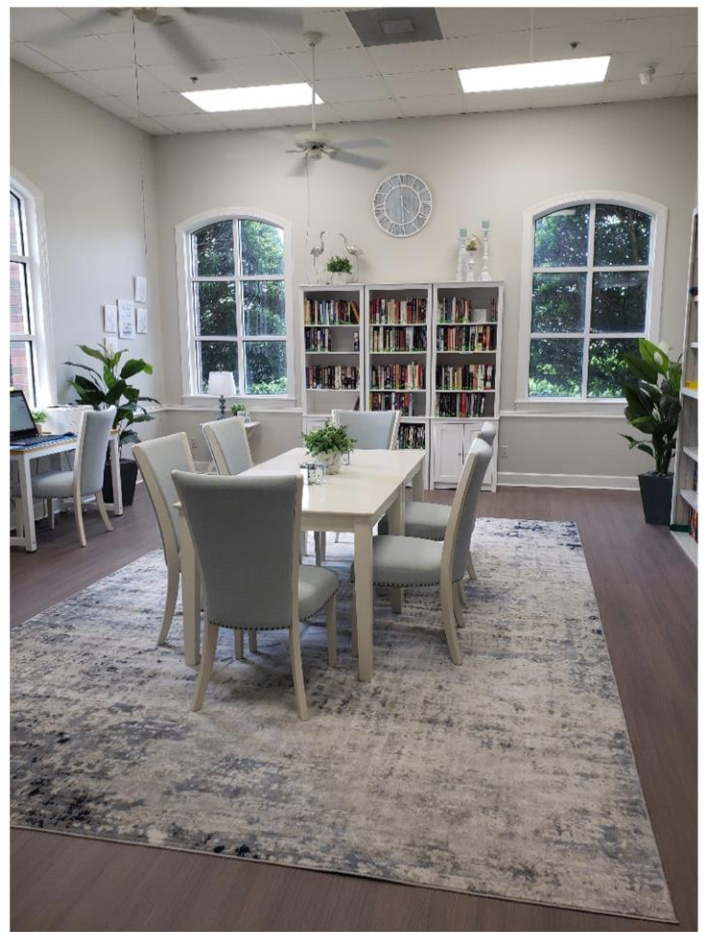
AFTER

The Media Center opened on Saturday, September 9.

- Floors were replaced
- Walls were repaired and painted
- Two (2) new tables and 6 chairs were installed
- A computer desk and chair were installed
- The bookshelves were moved from the previous space and painted
- Three (3) new bookshelves were installed
- Décor items were installed
- Acrylic wall pockets were installed to display information for residents in addition to local magazines and LA Times.
- Two (2) reading chairs will be arriving on Wednesday
- A rededication of the Media Center in Honor of Murray Zacharia will be scheduled soon. The plaque has been hung in the Media Center and a picture will be featured in the October LA Times.



BEFORE



AFTER

Lake Ashton Community Development District Project Tracking List
FY 2023

Project Name	Budget	Final Cost	Board Approval	Scheduled Completion	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
<i>Clubhouse and Other Grounds Projects</i>								
Outdoor Pool/Spa Refurbishment	\$116,354.00		5/15/2023		The Pool and Spa refurbishment project is near completion. A ring needs to be replaced on the LED light in the Spa and some touch up work needs to be done to the surface in the gutter areas. In addition they need to acid wash some additional areas, as identified by Matt. Staff is working with the vendor to get on the schedule to address this issues. The surface has to be cured for 6 months before acid washing can take place. The final payment has not been made yet.	9/11/2023		
Replacement of 4 Barrier Gate Arms	\$36,850.80		7/24/2023		Staff is working with the implementation team at Securitas to get the barrier arms installed. They have been ordered and once received by Securitas they will be installed. The monthly payment will be \$614.18. This includes preventive maintenance for 5 years. The amount is \$211.33 for this (included in the monthly amount of \$614.18).	9/11/2023		
Installation of Additional Security Options	\$97,400.00		8/21/2023		District Counsel and Securitas' legal team are working on the contract for the additional security options. Staff is working on a plan for implementation. Meetings have been scheduled with vendors to discuss potential changes needed to the current internet services and any electrical installations required.	9/11/2023		
Replacement of 2 Treadmills in the Fitness Center	\$12,963.22		7/24/2023		Treadmills were ordered on 7/28/23. Staff was able to work out a \$200 trade in credit for the treadmills we are replacing. An estimated arrival date has not been set at this time.	9/11/2023		

**Lake Ashton Community Development District Project Tracking List
FY 2023**

Project Name	Budget	Final Cost	Board Approval	Scheduled Completion	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
Grease Trap Installation	\$40,000.00		8/21/2023		The quote was signed and returned to the vendor. The permit application has been submitted.	9/11/2023		
Media Center/Game Room Switch	\$41,250.00		7/24/2023		Staff is waiting for the door and room divider to be installed in the Card Room. Two chairs are scheduled to arrive on Wednesday for the Media Center. The Bowling Lanes flooring is complete and all rooms are open for resident use at this time.	9/11/2023		

**Lake Ashton Community Development District Project Tracking List
FY 2023**

Project Name	Budget	Final Cost	Board Approval	Scheduled Completion	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
Landscape Projects								
Replacement of Annuals at Thompson Nursery Road Entrance	\$0.00	\$0.00	8/21/2023		Staff worked with the Garden Club facilitator to determine a design and Yellowstone is working on obtaining the needed plant material to install. They are tentatively scheduled to be installed the week of September 11	9/11/2023		
Installation of Plants at the Voting Entrance in Front of the Clubhouse	\$2,500.00		8/21/2023		Staff worked with the Garden Club facilitator to determine a design and Yellowstone is working to schedule the stump grinding work. Once that is complete they will install the plants as designed with the Garden Club facilitator.	9/11/2023		
Pavement Management Stormwater Management Bridges and Pathways								
Lake Ashton Shoreline Restoration					Options for plants to be installed along with other shoreline restoration efforts were presented at the August BOS Meeting. Alan to work on quote	9/11/2023		
Slow Drainage on Ventana Lane	\$14,500.00		8/21/2023		A quote from AAA was approved at the August BOS Meeting	9/11/2023		
Completed Projects								
Possible Hydraulic Fuel Leak from Sanitation Truck on Pavement in Community					This was evaluated by the District Engineer and it was determined that the areas have washed away with rain. There are no issues at this time per the District Engineer	9/11/2023		

SECTION 1



memo

To: LACDD Board of Supervisors
From: Christine Wells, Community Director
CC: District Manager
Date: September 11, 2023

Supervisors approved \$20,000 to be included for Bocce Ball Court Refurbishment as a Capital Project for the 2023 fiscal year. Staff consulted with Bocce Ball players and it was determined that the installation of a concrete curb and replacement of the existing boards would be the scope of the refurbishment project. Plastic wood boards are recommended. Per the manufacturers website:

Plastic wood boards are manufactured with a proprietary closed molecular formula that protects these boards from rot, mold, mildew, and insect infestation. These boards are waterproof, low maintenance, and easy to clean. Like all BearBoard products, our plastic 2x4 boards come with a limited lifetime warranty that's guaranteed to keep your finished product looking great for decades to come.

Product Specifications:

- UV Resistant anti-fading technology
- Board Composition: Recycled HDPE Plastic + Mineral-Fill Additive. No organic fills. No PVC
- Graffiti-proof and stain resistant
- Mold and mildew resistant

Total Cost of Boards Needed: \$2,600

Staff reached out to 5 vendors to provide a quote for the concrete work needed, only two vendors responded with a quote. The following specifications were required:

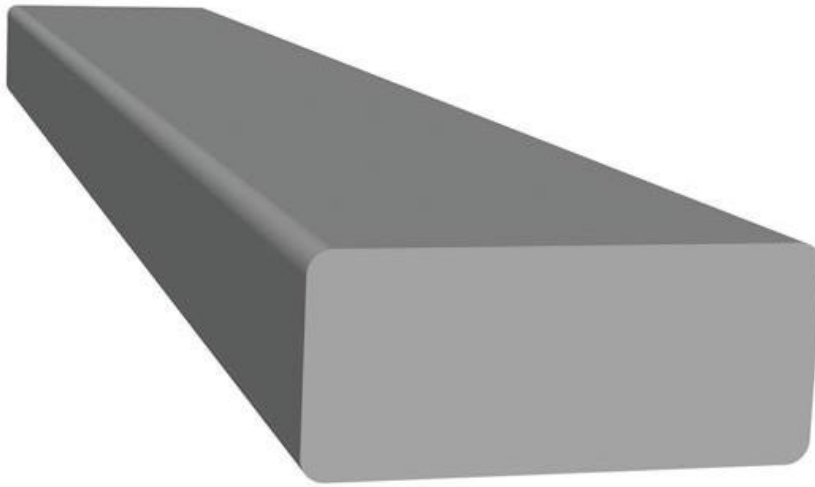
- Remove the perimeter row of pavers
- Install a concrete border around two (2) Bocce Ball courts
- Reinstall the pavers
- Remove the current boards on the inside of two (2) Bocce Courts
- Reinstall customer provided boards, attaching them to the new concrete border

Unlimited Property Solutions: \$7,295 | Total Cost of Project: \$9,895

David Wells: \$4,600 | Total Cost of Project: \$7,200

If you have any questions regarding this details of this project, please reach out to Christine Wells at cwells@lakeashtoncdd.com or Matt Fisher at mfisher@lakeashtoncdd.com.

Plastic 2x4 Boards



Product Description

Recycled HDPE plastic 2x4 boards available in 12 colors. Our plastic wood boards are manufactured with a proprietary closed molecular formula that protects these boards from rot, mold, mildew, and insect infestation.

These boards are waterproof, low maintenance, and easy to clean. Like all BearBoard products, our plastic 2x4 boards come with a limited lifetime warranty that's guaranteed to keep your finished product looking great for decades to come.

2x4 Board Specs

- Lengths: 6ft, 8ft, 12ft and 16ft
- Actual Size: 1.5" x 3.5" (38mm x 89mm)
- Weight: 1.80lbs/ft
- Radius edge
- Smooth finish on all sides. No woodgrain pattern.

Features

- Colors: White, Gray, Putty, Cedar, Tan, Black, Redwood, Chocolate Brown, Green, Weathered Wood, Anchor Gray, Harbor Wood.
- UV Resistant anti-fading technology.
- Board Composition: Recycled HDPE Plastic + Mineral-Fill Additive. No organic fills. No PVC.
- Graffiti-proof and stain resistant.
- Mold and mildew resistant.



10042 Thompson Nursery Rd
Winter Haven, FL 33884
(863) 291-0220 / (863) 207-4849
Info@PaverInstalls.com

Estimate

ESTIMATE#	20231768
DATE	07/03/2023
PO#	

CUSTOMER
Lake Ashton, CDD Matt Fisher 4141 Ashton Club Drive Lake Wales, FL 33859 (863) 956-6207

SERVICE LOCATION
Lake Ashton, CDD Matt Fisher 4141 Ashton Club Drive Lake Wales, FL 33859 (863) 956-6207

DESCRIPTION	Bocce Ball Curb
-------------	-----------------

Estimate

Description	Qty	Rate	Total
Bocce ball Curb			
* Remove existing boards and border pavers from the bocce ball courts			
* Install a concrete curb under the border paver area	1.00	7,295.00	7,295.00
* Re-install border pavers			
* Install customer provided boards on the inside of new concrete curb			

CUSTOMER MESSAGE
Thank you for the opportunity to earn your business!! Estimates are provided on a best endeavors basis only and, unless a fixed price quotation has been provided to the customer, work will be charged based upon the price of materials provided by Unlimited Property Solutions plus labor which will be charged by the hour or part thereof and may include time taken to research, source and purchase any materials provided. Measurements and Quantities provided are estimated only and are subject to change.
***By signing this estimate, I have read, understand, and accept the terms and conditions of the attached contract(s) provided to me for the services estimated above.

Estimate Total: \$7,295.00

PRE-WORK SIGNATURE

Signed By:

Proposal for Lake Ashton CDD
Refurbish Bocce Ball Court

Labor & Materials to remove boards and row
of pavers around each court.

Install concrete around each court and
reinstall border pavers.

Install new boards around inside perimeter
of courts (customer to supply boards)

\$4,600

Thank you,

David Wells

5492 S Jennings Road
Haines City, FL 33844
(863) 521-8169



SECTION 2

Surplus List

Four (4) Small Side Tables

Four (4) Arm Chairs

One (1) Black Pressboard Bookshelf

One (1) Black Metal Bookshelf

Eight (8) Information Holders

One (1) Black Credenza (goes on top of desk)

One (1) Armoire

Two (2) Billiards Pictures

One (1) Billiards Chalk Board

One (1) Electronic Dart Board in Cabinet

Two (2) Tall Slender Bird Pictures

Four (4) Small Framed Pictures (Birds/Leaves)

Two (2) Large Sailboat Framed Pictures

Three (3) Large Golfer Frames

SECTION D



Lake Ashton Community Development District Operations Manager Report

DATE: September 18, 2023

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – September 18, 2023

The following is a summary of activities relating to the Lake Ashton Community Development District's operations:

Aquatic Maintenance

Staff examined the CDD ponds with Applied Aquatic. A checklist is included.

In the September issue of the LA Times, an article was included informing residents of frequently asked questions about retention ponds during the summer months.

Pool/Spa Updates

Spies is aware of the issues that have been raised regarding the resurfacing project. The process of scheduling that work has begun.

The Spa gas heater is in need of replacement. Spies is scheduled to replace the heater 9/13/23.

The newly installed umbrella stands that have bolts embedded in the pavers are operating significantly better than was anticipated. Since the bases were installed, we have not had a single umbrella that has been damaged.

- Staff applied Scotchgard to the umbrella fabric to prevent fading.

Landscaping Updates

Staff's site visit report with Yellowstone on September 11, 2023 is attached.

Yellowstone is working together with staff to find the best way to repair the worn area at the Pet Play Park.

- Fertilizer and chemical technician will be onsite 9/13/23 to inspect the turf.



The perennial plant installation is scheduled for 9/15/23.

- Scheduling is still being worked out for the voting entrance stump grinding and plant installation.

Facility Maintenance

Staff pressure washed the Pavilion soffits, floor, screen, and furniture. In addition, the grills were washed and the concrete grill area was cleaned.

The north lobby door's broken locking latch was repaired by staff. To secure the fractured wood, 3000 psi wood glue was applied and finishing nails were used.



Staff completed renovations of the Media Center and Card Room.

Precision Lock and Safe replaced the hinges on all four Clubhouse Foyer doors, as well as the lever on the Operations Manager's office door.

- Staff has ordered brush pile weather stripping to install on the Foyer doors. This will allow the doors to open and close freely and keep cool air from escaping.

Staff scrubbed the vinyl flooring in the Clubhouse.



Staff installed a new golf cart stop sign at the Berwick Dr. crossing.



Maintenance Project Forecaster

Clean the wood benches at the Shuffleboard Ct. and the Horseshoe Ct. pits. Apply polyurethane protectant. This will extend the longevity of the wood and provide a nice appearance. Projected start date: Week of 9/18/23.

Replace burnt bulbs to the landscaping up-lights. Project start date: Week of 9/18/23.

Pressure wash the Gate House and the Clubhouse exterior. Projected start date: Week of 9/25/23.

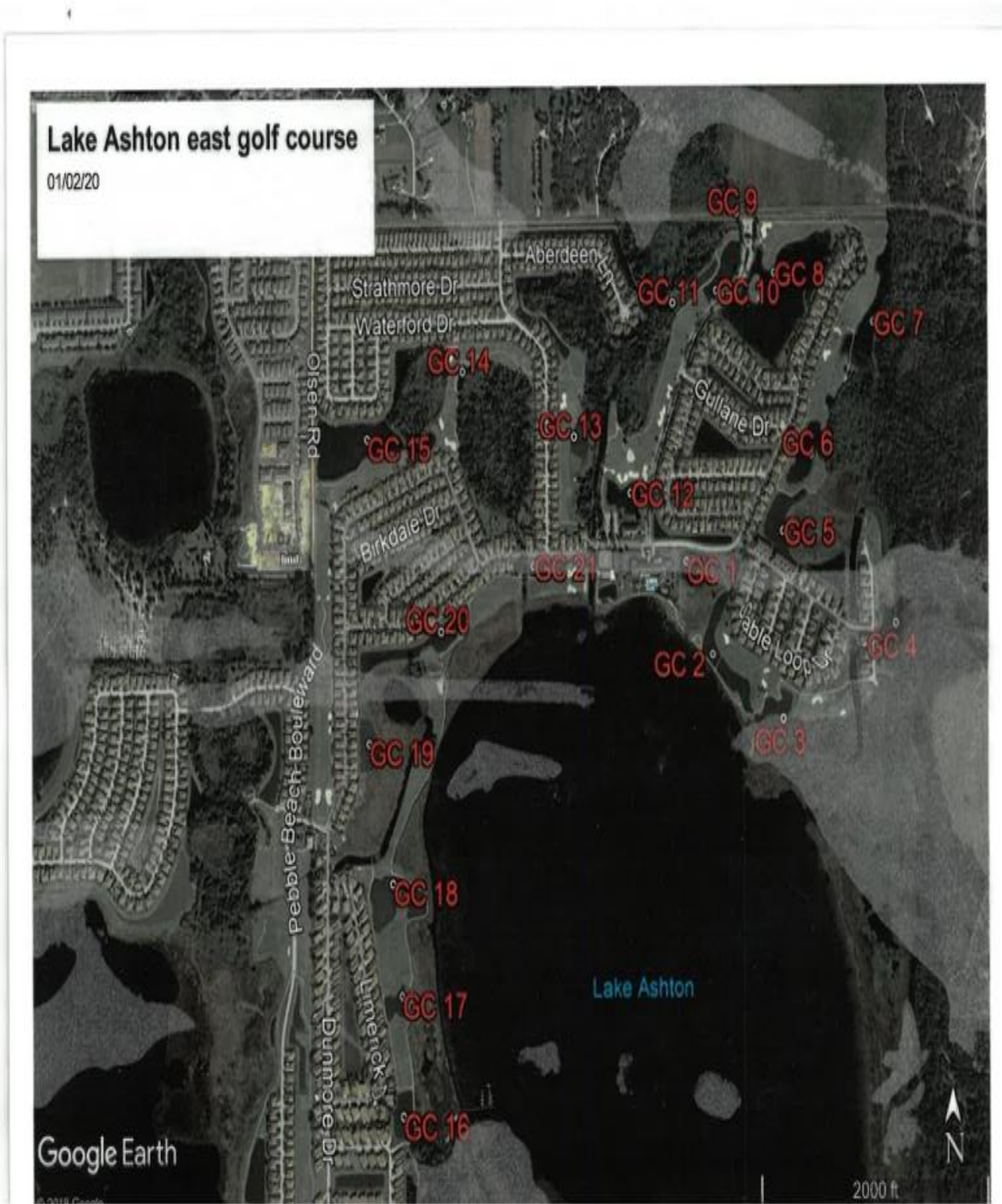
Staff is assessing stop bars that require attention. Staff is looking at more permanent options because the paint isn't holding up so well. Projected start date: Week of 9/11/23.

Install permanent umbrella stands at the Pet Play Park. Projected start date: Week of 9/18/23.

Applied Aquatic Compliance Checklist: 9/11/23

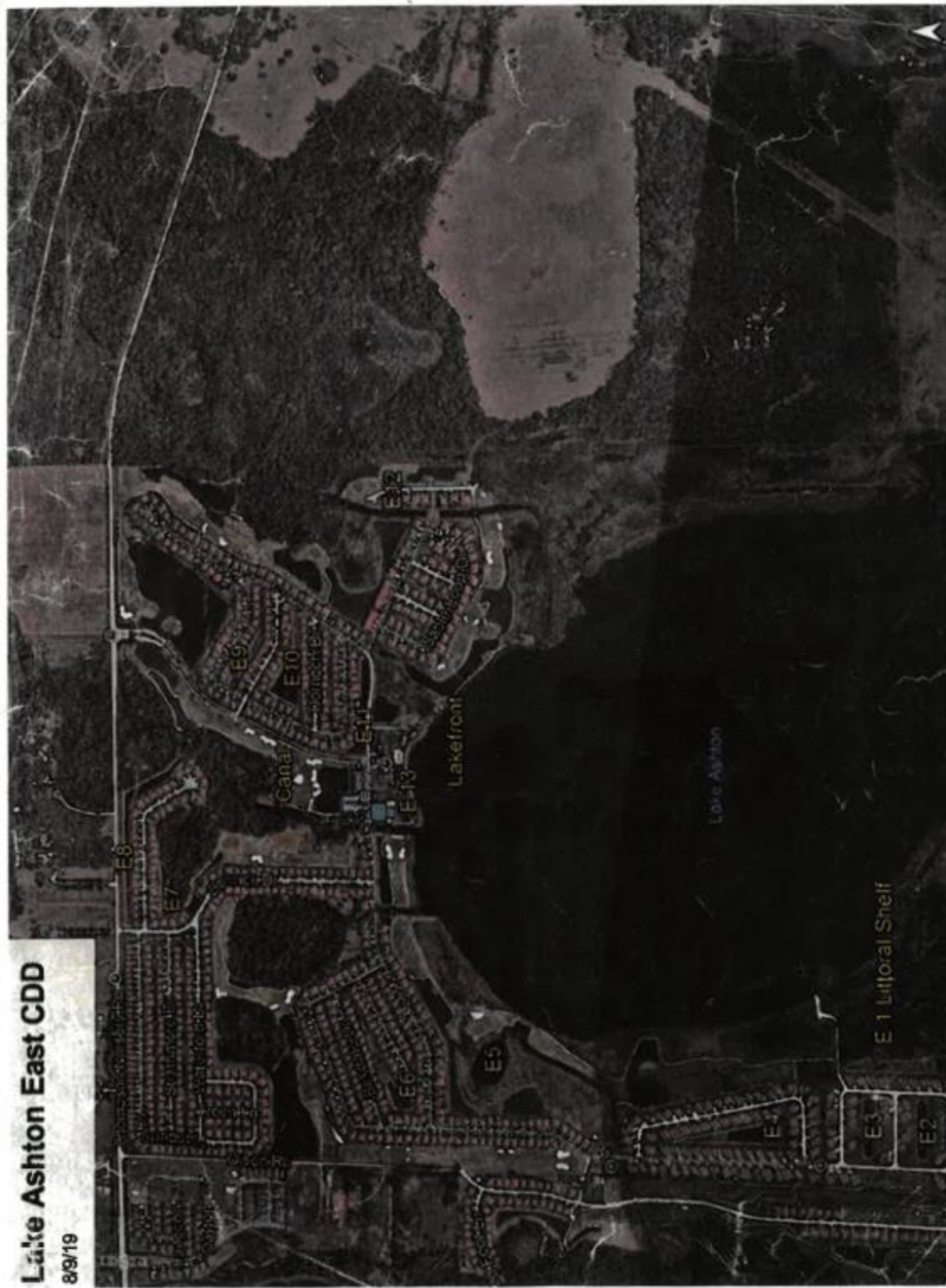
POND	APPERANCE	ALGAE	COMMENTS
E1	Good		Nothing to Report
E2	Good	Yes	Minor spike rush. Minor algae
E3	Good	Yes	Algae present in the middle of the pond. Applied Aquatic is going to use their boat to treat the algae. This will take place 9/18/23
E4	Fair	Yes	Minor algae present
E5	Good		Torpedo Grass being treated
E6	Good	Yes	Minor algae
E7	Good	Yes	Minor algae north side of ponds edge
E8	Good	yes	Minor algae. Torpedo grass present back side
E9	Fair		Nothing to report
E10	Good		Spike Rush present. Applied Aquatic treated with Sonar
E11	Good		Eelgrass present. Applied Aquatic is treating
E12	Good		Torpedo Grass needs to be touched up. Water is very low
E13	Good		Nothing to report
E14	Fair		Treated grasses.
GC1	Good		Nothing to report
GC2	Good		Minor Torpedo Grass. Minor Hydrilla treated. Follow up 9/18/23 on status of Hydrilla
GC3	Good		Eelgrass treated
GC4	Good		Nothing to report
GC5	Good		Eelgrass is present
GC6	Good	Yes	Minor algae present
GC7	Bad	Yes	Algae is taking over the southern end of this pond. Trying other Phosphorous binding treatments. Possible this southern end needs to be raked. Spoke to Archie and he doesn't recommend dragging that unit across the golf course
GC8	Good	Yes	Minor algae and Eelgrass present
GC9	Fair		Nothing to report
GC10	Good		Nothing to report
GC11	Fair	Yes	Algae present. Minor submersed Spike Rush
GC12	Good	Yes	Minor algae present
GC13	Good		Nothing to report
GC14	Good		Torpedo grass and Alligator Weed present
GC15	Good	Yes	Minor algae and Eelgrass present
GC16	Good		Minor Eelgrass

GC17	Good		Nothing to report
GC18	Good	Yes	Minor algae and Eelgrass. Torpedo grass present
GC19	Good	Yes	Minor algae. Eelgrass present
GC20	Good		Nothing to report
GC21	Good		Water level is low



Lake Ashton East CDD

8/19/19



SECTION IX

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
August 31, 2023

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
ASSETS:				
Cash-Wells Fargo	\$334,260	---	\$118,942	\$453,202
Due from Other Funds	\$528	---	\$1,582	\$2,110
Investment - State Board	\$2,055	---	---	\$2,055
Investment - State Board Capital Reserve	---	---	\$423,151	\$423,151
Investments:				
Series 2015				
Reserve A	---	\$207,750	---	\$207,750
Revenue A	---	\$96,360	---	\$96,360
Prepayment A-1	---	\$45,357	---	\$45,357
Prepayment A-2	---	\$3,934	---	\$3,934
Prepaid Expenses	\$656	---	---	\$656
TOTAL ASSETS	\$337,498	\$353,401	\$543,675	\$1,234,573
LIABILITIES:				
Accounts Payable	\$85,316	---	---	\$85,316
Due to Other Funds	\$1,582	\$0	\$528	\$2,110
Deposits-Restaurant	\$5,000	---	---	\$5,000
Deposits-Room Rentals	\$5,225	---	---	\$5,225
TOTAL LIABILITIES	\$97,123	\$0	\$528	\$97,651
FUND BALANCES:				
Restricted:				
Debt Service	---	\$353,401	---	\$353,401
Assigned:				
Capital Reserve	---	---	\$543,147	\$543,147
Assigned	\$31,431	---	---	\$31,431
Unassigned	\$208,288	---	---	\$208,288
TOTAL FUND BALANCES	\$240,375	\$353,401	\$543,147	\$1,136,922
TOTAL LIABILITIES & FUND BALANCES	\$337,498	\$353,401	\$543,675	\$1,234,573

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/23	ACTUAL THRU 08/31/23	VARIANCE
REVENUES:				
Interest Income	\$1,000	\$917	\$16,355	\$15,438
Capital Reserve-Transfer In FY 22	\$455,901	\$455,901	\$455,901	\$0
TOTAL REVENUES	\$456,901	\$456,817	\$472,256	\$15,438
EXPENDITURES:				
Adopted FY 2023 Capital Projects:				
Ballroom Renovation	\$11,500	\$10,542	\$6,985	\$3,557
Treadmills (2)	\$10,000	\$9,167	\$0	\$9,167
Outdoor Pool/Spa Refurbishment	\$66,800	\$61,233	\$58,675	\$2,559
Lake Ashton Shoreline Restoration	\$16,000	\$14,667	\$0	\$14,667
Gate Operators with LED Gate Arms	\$10,000	\$9,167	\$0	\$9,167
Bocce Court Refurbishment	\$20,000	\$18,333	\$0	\$18,333
HVAC	\$27,000	\$24,750	\$21,861	\$2,889
Asphalt and Curblin repairs	\$20,000	\$18,333	\$0	\$18,333
Golf Course Pathways	\$10,000	\$9,167	\$0	\$9,167
Golf Course Bridge Maintenance	\$30,000	\$27,500	\$0	\$27,500
Pond Repairs	\$10,000	\$9,167	\$0	\$9,167
Paver Maintenance	\$11,500	\$10,542	\$0	\$10,542
Restaurant Equipment	\$16,000	\$14,667	\$0	\$14,667
Other Current Charges	\$650	\$596	\$39	\$557
Other BOS Approved Capital Projects				
LA Blvd. Refurbishment	\$0	\$0	\$80,430	(\$80,430)
Fence Repairs	\$0	\$0	\$3,500	(\$3,500)
Stormwater Management	\$0	\$0	\$29,481	(\$29,481)
Amenity Room Refurbishment	\$0	\$0	\$13,265	(\$13,265)
Restaurant Patio Awning	\$0	\$0	\$24,000	(\$24,000)
TOTAL EXPENDITURES	\$259,450	\$237,829	\$238,236	(\$407)
Excess (deficiency) of revenues over (under) expenditures	\$197,451	\$218,988	\$234,020	\$15,031
Net change in fund balance	\$197,451	\$218,988	\$234,020	\$15,031
FUND BALANCE - Beginning	\$273,754		\$309,127	
FUND BALANCE - Ending	<u>\$471,205</u>		<u>\$543,146</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/23	ACTUAL THRU 08/31/23	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$2,055,306	\$2,055,306	\$2,064,409	\$9,103
Rental Income	\$40,000	\$36,667	\$52,423	\$15,756
Rental Income-Restaurant	\$0	\$0	\$300	\$300
Special Events Revenue	\$130,000	\$130,000	\$187,472	\$57,472
Newsletter Ad Revenue	\$95,000	\$87,083	\$96,734	\$9,651
Interest Income	\$1,000	\$917	\$7,939	\$7,022
Insurance Proceeds	\$0	\$0	\$32,721	\$32,721
Miscellaneous Income	\$5,000	\$4,583	\$18,048	\$13,465
TOTAL REVENUES	\$2,326,306	\$2,314,556	\$2,460,046	\$145,491
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$3,667	\$6,208	(\$2,541)
FICA Expense	\$306	\$281	\$475	(\$194)
Engineering	\$60,000	\$55,000	\$22,824	\$32,176
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,500	\$1,375	\$1,375	\$0
Dissemination-Amort Schedules	\$0	\$0	\$600	(\$600)
Attorney	\$30,000	\$27,500	\$31,317	(\$3,817)
Annual Audit	\$3,850	\$3,529	\$0	\$3,529
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$63,248	\$57,978	\$57,977	\$0
Computer Time	\$1,000	\$917	\$917	\$0
Postage	\$2,500	\$2,292	\$2,457	(\$165)
Printing & Binding	\$1,000	\$917	\$400	\$517
Newsletter Printing	\$50,000	\$45,833	\$47,648	(\$1,815)
Rentals & Leases	\$5,500	\$5,042	\$3,150	\$1,892
Insurance	\$60,823	\$60,823	\$61,372	(\$549)
Legal Advertising	\$1,500	\$1,375	\$2,394	(\$1,019)
Other Current Charges	\$1,250	\$1,146	\$602	\$544
Property Taxes	\$0	\$0	\$0	\$0
Office Supplies	\$175	\$160	\$311	(\$150)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$291,737	\$272,918	\$245,111	\$27,807

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/23	ACTUAL THRU 08/31/23	VARIANCE
<u>Field:</u>				
Field Management Services	\$408,176	\$374,161	\$402,161	(\$28,000)
Gate/Patrol/Pool Officers	\$310,273	\$284,417	\$288,159	(\$3,742)
Pest Control	\$4,690	\$4,299	\$2,965	\$1,334
Security/Fire Alarm/Gate Repairs	\$7,500	\$6,875	\$10,761	(\$3,886)
Telephone/Internet	\$13,600	\$12,467	\$10,591	\$1,875
Electric	\$220,000	\$201,667	\$214,603	(\$12,937)
Water	\$16,000	\$14,667	\$12,503	\$2,163
Gas-Pool	\$25,000	\$22,917	\$16,556	\$6,360
Refuse	\$14,000	\$12,833	\$3,398	\$9,435
Repairs & Maintenance-Clubhouse	\$57,600	\$52,800	\$57,203	(\$4,403)
Repairs & Maintenance-Fitness Center	\$3,000	\$2,750	\$1,877	\$873
Repairs & Maintenance-Bowling Lanes	\$17,000	\$15,583	\$12,215	\$3,368
Repairs & Maintenance-Restaurant	\$0	\$0	\$12,556	(\$12,556)
Furniture, Fixtures, Equipment	\$15,000	\$13,750	\$7,089	\$6,661
Repairs & Maintenance-Golf Cart	\$5,400	\$4,950	\$3,670	\$1,280
Repairs & Maintenance-Pool	\$20,000	\$18,333	\$27,575	(\$9,242)
Landscape Maintenance-Contract	\$194,520	\$178,310	\$177,420	\$890
Landscape Maintenance-Other	\$0	\$0	\$8,135	(\$8,135)
Plant Replacement	\$7,000	\$6,417	\$410	\$6,007
Irrigation Repairs	\$3,500	\$3,208	\$5,440	(\$2,232)
Lake Maintenance-Contract	\$49,545	\$45,416	\$42,845	\$2,571
Lake Maintenance-Other	\$0	\$0	\$1,200	(\$1,200)
Wetland Mitigation and Maintenance	\$41,595	\$38,129	\$14,600	\$23,529
Permits/Inspections	\$2,200	\$2,017	\$3,969	(\$1,952)
Office Supplies/Printing/Binding	\$5,000	\$4,583	\$2,944	\$1,639
Operating Supplies	\$23,000	\$21,083	\$13,402	\$7,682
Credit Card Processing Fees	\$5,500	\$5,042	\$4,425	\$617
Dues & Subscriptions	\$9,000	\$8,250	\$8,227	\$23
Decorations	\$2,000	\$1,833	\$1,245	\$588
Special Events	\$130,000	\$119,167	\$185,185	(\$66,019)
Traffic Accident Repairs	\$0	\$0	\$6,085	(\$6,085)
Storm Damage	\$0	\$0	\$5,337	(\$5,337)
TOTAL FIELD	\$1,610,099	\$1,475,924	\$1,564,753	(\$88,829)
TOTAL EXPENDITURES	\$1,901,836	\$1,748,842	\$1,809,864	(\$61,022)
Excess (deficiency) of revenues over (under) expenditures	\$424,469	\$565,713	\$650,182	\$84,469
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)	\$109,813	\$194,281	\$84,469
FUND BALANCE - Beginning	\$31,431		\$46,094	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$240,375</u>	

⁽¹⁾ Assessments are shown net of Discounts and Collection Fees.

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2015

DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 08/31/23	ACTUAL THRU 08/31/23	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$458	\$11,263	\$10,805
Assessments - Levy	\$435,837	\$435,837	\$423,168	(\$12,670)
Assessments - Prepayments A-1	\$0	\$0	\$73,561	\$73,561
Assessments - Prepayments A-2	\$0	\$0	\$3,887	\$3,887
TOTAL REVENUES	<u>\$436,337</u>	<u>\$436,296</u>	<u>\$511,879</u>	<u>\$75,583</u>
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$72,500	\$72,500	\$72,500	\$0
Interest - 5/01	\$72,500	\$72,500	\$72,500	\$0
Principal - 5/01	\$230,000	\$230,000	\$230,000	\$0
Special Call - 5/01	\$0	\$0	\$130,000	(\$130,000)
<u>Series 2015A-2</u>				
Interest - 11/01	\$11,375	\$11,375	\$11,375	\$0
Interest - 5/01	\$11,375	\$11,375	\$11,375	\$0
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 5/01	\$0	\$0	\$10,000	(\$10,000)
TOTAL EXPENDITURES	<u>\$417,750</u>	<u>\$417,750</u>	<u>\$557,750</u>	<u>(\$140,000)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$18,587</u>	<u>\$18,546</u>	<u>(\$45,871)</u>	<u>(\$64,417)</u>
Net change in fund balance	<u>\$18,587</u>	<u>\$18,546</u>	<u>(\$45,871)</u>	<u>(\$64,417)</u>
FUND BALANCE - Beginning	\$153,012		\$399,271	
FUND BALANCE - Ending	<u>\$171,600</u>		<u>\$353,401</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
	May 1, 2023 (Mandatory)	(\$230,000.00)
	May 1, 2023 (Special Call)	(\$130,000.00)
Current Bonds Outstanding		\$2,540,000.00

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
	May 1, 2023 (Mandatory)	(\$20,000.00)
	May 1, 2021 (Special Call)	(\$10,000.00)
Current Bonds Outstanding		\$425,000.00

Total Current Bonds Outstanding		\$2,965,000.00
--	--	-----------------------

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

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

Revenues

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JULY 2023	AUG 2023	SEP 2023	TOTAL
Maintenance Assessments	\$0	\$456,778	\$1,456,638	\$57,942	\$39,180	\$15,490	\$41,859	\$11,340	\$6,782	\$50	(\$21,651)	\$0	\$2,064,409
Rental Income	\$9,000	\$3,650	\$6,373	\$2,300	\$3,800	\$1,800	\$5,050	\$4,800	\$6,600	\$5,450	\$3,600	\$0	\$52,423
Rental Income-Restaurant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$300
Special Events Revenue	\$99,784	\$24,108	\$7,150	\$16,375	\$8,221	\$12,422	\$4,827	\$1,786	\$6,685	\$4,078	\$2,037	\$0	\$187,472
Newsletter Ad Revenue	\$10,866	\$5,790	\$12,492	\$14,210	\$5,420	\$14,955	\$4,795	\$4,955	\$4,105	\$8,971	\$10,175	\$0	\$96,734
Interest Income	\$113	\$0	\$0	\$1,909	\$3,862	\$2,009	\$8	\$9	\$9	\$9	\$10	\$0	\$7,939
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	\$2,552	\$811	\$2,241	\$1,738	\$751	\$3,056	\$0	\$18,048
Total Revenues	\$122,124	\$491,160	\$1,489,620	\$120,998	\$61,680	\$49,228	\$57,350	\$25,431	\$25,919	\$0	(\$2,774)	\$0	\$2,460,046

ADMINISTRATIVE:

Supervisor Fees	\$417	\$0	\$208	\$1,075	\$0	\$808	\$650	\$650	\$650	\$1,100	\$650	\$0	\$6,208
FICA Expense	\$32	\$0	\$16	\$82	\$0	\$62	\$50	\$50	\$50	\$84	\$50	\$0	\$475
Engineering	\$1,724	\$1,289	\$1,790	\$1,598	\$1,790	\$5,077	\$2,734	\$2,091	\$1,705	\$1,616	\$1,408	\$0	\$22,824
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Dissemination	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$1,375
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Attorney	\$2,909	\$1,601	\$3,975	\$5,161	\$3,704	\$3,726	\$2,254	\$2,740	\$2,324	\$2,922	\$0	\$0	\$31,317
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310	\$0	\$0	\$0	\$0	\$0	\$4,310
Management Fees	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$5,271	\$0	\$57,977
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Postage	\$133	\$88	\$92	\$749	\$203	\$158	\$156	\$96	\$96	\$636	\$50	\$0	\$2,457
Printing & Binding	\$0	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$397	\$0	\$0	\$400
Newsletter Printing	\$4,480	\$4,532	\$4,621	\$4,693	\$4,980	\$4,908	\$4,287	\$4,215	\$3,887	\$7,045	\$0	\$0	\$47,648
Rentals & Leases	\$163	\$163	\$1,253	\$224	\$386	\$163	\$220	\$290	\$145	\$145	\$0	\$0	\$3,150
Insurance	\$60,813	\$0	\$0	\$559	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,372
Legal Advertising	\$270	\$0	\$0	\$0	\$0	\$0	\$104	\$0	\$0	\$1,831	\$189	\$0	\$2,394
Other Current Charges	\$81	\$0	\$125	\$0	\$0	\$0	\$96	\$0	\$0	\$0	\$300	\$0	\$602
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$8	\$0	\$3	\$97	\$0	\$0	\$35	\$5	\$147	\$17	\$0	\$311
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$76,676	\$13,161	\$17,560	\$19,623	\$16,640	\$20,381	\$21,541	\$15,645	\$14,340	\$21,403	\$8,143	\$0	\$245,111

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 2023	AUG 2023	SEP 2023	TOTAL
<u>Field:</u>													
Field Management Services	\$34,015	\$34,015	\$34,015	\$34,015	\$34,015	\$38,681	\$38,681	\$38,681	\$38,681	\$38,681	\$38,681	\$0	\$402,161
Gate/Patrol/Pool Officers	\$25,292	\$24,950	\$26,975	\$27,303	\$23,924	\$26,405	\$26,054	\$26,872	\$26,542	\$27,350	\$26,492	\$0	\$288,159
Pest Control	\$0	\$450	\$365	\$305	\$450	\$250	\$250	\$250	\$395	\$250	\$0	\$0	\$2,965
Security/Fire Alarm/Gate Repairs	\$248	\$683	\$2,100	\$1,580	\$2,321	\$322	\$1,985	\$468	\$637	\$178	\$239	\$0	\$10,761
Telephone/Internet	\$1,162	\$1,164	\$827	\$1,858	\$305	\$1,082	\$1,103	\$1,341	\$1,167	\$56	\$527	\$0	\$10,591
Electric	\$17,707	\$18,977	\$17,947	\$19,877	\$19,342	\$16,817	\$19,642	\$19,526	\$20,468	\$22,513	\$21,787	\$0	\$214,603
Water	\$965	\$772	\$657	\$383	\$1,357	\$860	\$1,567	\$1,155	\$1,759	\$3,027	\$0	\$0	\$12,503
Gas-Pool	\$2,164	\$2,153	\$2,057	\$3,324	\$1,766	\$2,175	\$1,631	\$647	\$343	\$267	\$29	\$0	\$16,556
Refuse	\$217	\$344	\$344	\$397	\$281	\$281	\$217	\$408	\$217	\$344	\$349	\$0	\$3,398
Repairs & Maintenance-Clubhouse	\$2,963	\$5,843	\$1,710	\$5,912	\$9,178	\$9,364	\$767	\$11,796	\$3,059	\$4,295	\$2,315	\$0	\$57,203
Repairs & Maintenance-Fitness Center	\$185	\$0	\$0	\$514	\$52	\$320	\$0	\$621	\$0	\$185	\$0	\$0	\$1,877
Repairs & Maintenance-Bowling Lanes	\$1,245	\$962	\$1,519	\$1,193	\$1,106	\$2,262	\$1,707	\$1,528	\$694	\$0	\$0	\$0	\$12,215
Repairs & Maintenance-Restaurant	\$0	\$1,600	\$2,226	\$478	\$4,976	\$2,584	\$0	\$292	\$400	\$0	\$0	\$0	\$12,556
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0	\$1,500	\$2,646	\$542	\$1,464	\$0	\$937	\$0	\$7,089
Repairs & Maintenance-Golf Cart	\$572	\$173	\$514	\$173	\$173	\$1,117	\$173	\$173	\$433	\$173	\$0	\$0	\$3,670
Repairs & Maintenance-Pool	\$3,075	\$5,695	\$756	\$4,347	\$1,550	\$3,610	\$2,979	\$3,028	\$1,318	\$593	\$625	\$0	\$27,575
Landscape Maintenance-Contract	\$16,210	\$16,210	\$16,210	\$15,970	\$15,560	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$0	\$177,420
Landscape Maintenance-Other	\$0	\$0	\$3,904	\$0	\$4,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,135
Plant Replacement	\$0	\$0	\$410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$410
Irrigation Repairs	\$0	\$0	\$0	\$0	\$1,687	\$1,266	\$640	\$1,847	\$0	\$0	\$0	\$0	\$5,440
Lake Maintenance-Contract	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$0	\$42,845
Lake Maintenance-Other	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
Wetland Mitigation and Maintenance	\$0	\$0	\$0	\$0	\$0	\$7,300	\$0	\$0	\$0	\$7,300	\$0	\$0	\$14,600
Permits/Inspections	\$659	\$0	\$590	\$0	\$0	\$0	\$0	\$2,120	\$600	\$0	\$0	\$0	\$3,969
Office Supplies/Printing/Binding	\$82	\$44	\$148	\$120	\$23	\$1,347	\$566	\$50	\$452	\$112	\$0	\$0	\$2,944
Operating Supplies	\$2,027	\$730	\$538	\$498	\$2,201	\$2,008	\$2,870	\$534	\$1,639	\$309	\$48	\$0	\$13,402
Credit Card Processing Fees	\$235	\$1,314	\$521	\$341	\$373	\$386	\$267	\$334	\$209	\$218	\$226	\$0	\$4,425
Dues & Subscriptions	\$380	\$165	\$1,072	\$444	\$1,028	\$598	\$619	\$3,201	\$175	\$131	\$415	\$0	\$8,227
Decorations	\$0	\$0	\$769	\$57	\$0	\$0	\$400	\$0	\$20	\$0	\$0	\$0	\$1,245
Special Events	\$27,314	\$1,251	\$10,436	\$25,076	\$56,268	\$50,935	\$6,904	\$1,947	\$1,973	\$2,110	\$974	\$0	\$185,185
Traffic Accident Repairs	\$0	\$0	\$6,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,085
Storm Damage	\$0	\$500	\$3,255	\$0	\$0	\$1,582	\$0	\$0	\$0	\$0	\$0	\$0	\$5,337
TOTAL FIELD	\$140,613	\$121,889	\$139,845	\$148,059	\$187,260	\$193,156	\$131,772	\$137,465	\$122,748	\$128,197	\$113,750	\$0	\$1,564,753
OTHER FINANCING SOURCES/(USES)													
Capital Reserve-Transfer Out	\$0	\$0	(\$455,901)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$455,901)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	(\$455,901)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$455,901)
Excess Revenues (Expenditures)	(\$95,165)	\$356,110	\$876,315	(\$46,683)	(\$142,219)	(\$164,309)	(\$95,962)	(\$127,680)	(\$111,169)	(\$149,599)	(\$124,666)	\$0	\$194,281

SECTION D

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

September 18, 2023

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
8/17/23	8793-8805	\$72,957.04
8/21/23	8806	\$300.00
8/24/23	8807-8813	\$5,553.47
9/11/23	8814-8815	\$31,148.71
<i>General Fund Total</i>		<u><u>\$109,959.22</u></u>
<u>Capital Projects Fund</u>		
8/24/23	359-360	\$18,985.00
<i>Capital Projects Fund Total</i>		<u><u>\$18,985.00</u></u>

AP300R
*** CHECK NOS. 008793-050000

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

RUN 9/11/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/17/23	00057	7/27/23 213126	202306 320-53800-46801		*	7,300.00	
			QTRLY SVC-APR/MAY/JUN2023				
				APPLIED AQUATIC MANAGEMENT, INC.			7,300.00 008793
8/17/23	00673	8/07/23 56302668	202308 320-57200-54500		*	44.41	
			SUPPLIES				
				ARAMARK			44.41 008794
8/17/23	00003	8/08/23 82166408	202307 310-51300-42000		*	61.35	
			DELIVERIES THRU 07/31/23				
				FEDEX			61.35 008795
8/17/23	00036	8/01/23 223	202308 310-51300-34000		*	5,270.67	
			MGMT FEES-08/23				
		8/01/23 223	202308 310-51300-35100		*	83.33	
			COMPUTER TIME				
		8/01/23 223	202308 310-51300-31300		*	125.00	
			DISSEMINATION AGT SVCS				
		8/01/23 223	202308 310-51300-42000		*	17.73	
			POSTAGE AND DELIVERY				
				GMS - SO FLORIDA, LLC			5,496.73 008796
8/17/23	00429	8/17/23 08172023	202308 300-20700-10200		*	11,550.29	
			TXFER OF TAX RECEIPTS				
				LAKE ASHTON CDD			11,550.29 008797
8/17/23	00164	8/04/23 119737	202307 310-51300-31500		*	2,922.47	
			SVCS-07/23				
				LATHAM, LUNA, EDEN & BEAUDINE,LLP			2,922.47 008798
8/17/23	00033	8/09/23 4652018	202308 300-20700-10200		*	4,454.25	
			ADMIN FEE				
		8/09/23 4652018	202308 700-36300-10000		*	4,454.25	
			ADMIN FEE				
		8/09/23 4652018	202308 700-13100-10000		*	4,454.25-	
			ADMIN FEE				
		8/09/23 4652019	202308 300-36300-10100		*	24,048.16	
			ADMIN FEE				
				MARSHA FAUX PROPERTY APPRAISER			28,502.41 008799
8/17/23	00753	8/08/23 10222548	202308 320-57200-45300		*	98.13	
			SUPPLIES				
		8/09/23 10222552	202308 320-57200-45300		*	96.25	
			SUPPLIES				
				POOL & PATIO CENTER			194.38 008800
				LAKA LAKE ASHTON			
				SHENNING			

AP300R
*** CHECK NOS. 008793-050000

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

RUN 9/11/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/17/23	00692	8/11/23 101	202308 320-57200-49400	FACE PAINTING-WOODSTOCK	*	50.00	
				CHERYL SHEPLEE			50.00 008801
8/17/23	00061	7/14/23 0723	202307 320-57200-43000	SVCS-07/23	*	22,513.06	
				TECO-ACH			22,513.06 008802
8/31/23	00061	7/14/23 0723	202307 320-57200-43000	SVCS-07/23	V	22,513.06-	
				TECO-ACH			22,513.06-008802
8/17/23	00416	8/09/23 20230809	202307 320-57200-54500	SVCS-08/23 SIGN INSTALL	*	250.00	
				DAVID WELLS			250.00 008803
8/17/23	00402	8/01/23 28539	202308 320-57200-54000	MEMBERSHIP	*	375.00	
				WINTER HAVEN CHAMBER OF COMMERCE			375.00 008804
8/17/23	00445	8/01/23 OS564410	202308 320-57200-46200	MAINT-08/23	*	16,210.00	
				YELLOWSTONE LANDSCAPE			16,210.00 008805
8/21/23	00761	9/07/23 090723	202308 310-51300-48001	WEDDING EXPO	*	300.00	
				CITY OF HAINES CITY			300.00 008806
8/24/23	00522	8/12/23 31537243	202308 320-57200-43200	PROPANE	*	29.23	
				AMERIGAS			29.23 008807
8/24/23	00673	8/14/23 56302713	202308 320-57200-34500	SUPPLIES	*	44.41	
				ARAMARK			44.41 008808
8/24/23	00754	8/16/23 2537	202308 320-57200-54500	SVCS-08/23	*	1,842.00	
				ARK SEAMLESS GUTTERS OF CENTRAL FL			1,842.00 008809
8/24/23	00055	8/15/23 20735-07	202307 320-57200-43100	SVCS-07/23	*	1,262.90	
		8/15/23 20740-07	202307 320-57200-43100	SVCS-07/23	*	1,245.33	
		8/15/23 37767-07	202307 320-57200-43100	SVCS-07/23	*	519.25	
				CITY OF LAKE WALES-UTILITIES DEPT			3,027.48 008810
				LAKA LAKE ASHTON SHENNING			

AP300R
*** CHECK NOS. 008793-050000

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

RUN 9/11/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/24/23	00757	8/01/23 148	202308 320-57200-54500		*	193.77	
		SVCS-08/23		CLIMATEGUARD COOLING SERVICES LLC			193.77 008811
8/24/23	00753	8/14/23 10222570	202308 320-57200-45300		*	48.13	
		SUPPLIES					
		8/15/23 10222573	202308 320-57200-45300		*	48.13	
		SUPPLIES					
		8/17/23 10222579	202308 320-57200-45300		*	137.25	
		SUPPLIES					
		8/18/23 10222582	202308 320-57200-45300		*	159.27	
		SUPPLIES					
				POOL & PATIO CENTER			392.78 008812
8/24/23	00470	8/12/23 08122023	202308 320-57200-52000		*	23.80	
		COFFEE		SHUFFLIN'S SQUARES			23.80 008813
9/11/23	00678	8/07/23 9065348	202308 310-51300-48000		*	82.88	
		NOTICE OF MEETING					
		8/14/23 9151872	202308 310-51300-48000		*	106.40	
		NOTICE OF MEETING					
				CA FLORIDA HOLDINGS LLC			189.28 008814
9/11/23	00036	9/01/23 224	202309 310-51300-34000		*	5,270.67	
		SEPT 23 MGMT FEES					
		9/01/23 224	202309 310-51300-35100		*	83.33	
		SEPT 23 COMPUTER TIME					
		9/01/23 224	202309 310-51300-31300		*	125.00	
		DISSEMINATION					
		9/01/23 224	202309 310-51300-42000		*	2.65	
		POSTAGE/DELIVERY					
		9/01/23 224	202309 310-51300-42000		*	32.85	
		POSTAGE/DELIVERY					
				GMS - SO FLORIDA, LLC			5,514.50 008815
9/11/23	00762	9/22/23 092223	202309 320-57200-49400		*	2,250.00	
		OKTOBERFEST-9/22/2023					
				RICHARD KISSINGER			2,250.00 008816
9/11/23	00631	9/01/23 1916544	202308 310-51300-31100		*	1,408.03	
		SERVICE THRU 08/31/2023					
				RAYL ENGINEERING & SURVEYING, LLC			1,408.03 008817
9/11/23	00061	8/14/23 AUG-23	202308 320-57200-43000		*	21,786.90	
		SERVICE THRU 08/08/2023					
				TECO-ACH			21,786.90 008818
				TOTAL FOR BANK A		109,959.22	
				LAKA LAKE ASHTON SHENNING			

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2023

Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	\$2,210,006.00 .36300.10100 General Fund	\$456,971.44 2015-1, 2015-2 Debt Svc Fund	\$2,666,977.44 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
03/16/23	02/01/23-02/28/23	\$ 15,987.61	\$ -	\$ 3,378.41	\$ 181.53	\$ 37.49	\$ 382.94	\$ 18,764.06	\$ 15,489.96	\$ 3,274.10	\$ 18,764.06
04/11/23	03/01/23-03/31/23	\$ 42,804.36	\$ -	\$ 8,629.16	\$ 90.77	\$ -	\$ 1,026.86	\$ 50,315.90	\$ 41,859.32	\$ 8,456.58	\$ 50,315.90
05/08/23	FY22 EXCESS FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (364.49)	\$ 364.49	\$ 302.04	\$ 62.45	\$ 364.49
05/11/23	04/01/23-04/30/23	\$ 6,875.06	\$ -	\$ 2,803.41	\$ -	\$ -	\$ 193.57	\$ 9,484.90	\$ 6,737.56	\$ 2,747.34	\$ 9,484.90
05/24/23	10/01/22-03/31/23	\$ -	\$ 4,300.54	\$ -	\$ -	\$ -	\$ -	\$ 4,300.54	\$ 4,300.54	\$ -	\$ 4,300.54
06/16/23	05/01/23-05/31/23	\$ 6,920.46	\$ -	\$ 1,493.95	\$ -	\$ -	\$ 168.29	\$ 8,246.12	\$ 6,782.05	\$ 1,464.07	\$ 8,246.12
07/31/23	INTEREST	\$ -	\$ 50.29	\$ -	\$ -	\$ -	\$ -	\$ 50.29	\$ 50.29	\$ -	\$ 50.29
08/11/23	07/01/23-07/31/23	\$ 2,446.18	\$ -	\$ -	\$ -	\$ -	\$ 48.92	\$ 2,397.26	\$ 2,397.26	\$ -	\$ 2,397.26
08/09/23	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (28,502.41)	\$ (24,048.16)	\$ (4,454.25)	\$ (28,502.41)
		\$ 2,210,364.76	\$ 4,350.83	\$ 453,442.81	\$ 84,033.79	\$ 17,157.80	\$ 50,887.83	\$ 2,487,576.57	\$ 2,064,409.06	\$ 423,167.51	\$ 2,487,576.57

Gross Percent Collected	99.88%
Balance Due	\$3,169.87