

*Lake Ashton
Community Development District*

Meeting Agenda

October 20, 2025

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

October 13, 2025

Board of Supervisors Meeting Lake Ashton Community Development District

Dear Board Members:

The next regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, October 20, 2025 at 9:00 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 may make a public comment in-person or via Zoom. All public comments should be limited to 3 minutes. Residents may submit feedback or questions in advance of the Board meeting by email to jburns@gmscfl.com. Those comments received will be distributed to the Board of Supervisors but not read aloud at the meeting during the Public Comment portion.

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 (*All public comments are limited to three (3) minutes each*)
4. Consideration of Minutes from the September 15, 2025 Board of Supervisors Meeting
5. Engineering Report
6. Old Business
 - A. Consideration of Revised Joint Amenity Facilities Policies (*requested by Supervisor Ulrich*)
7. New Business
 - A. Update on Strategic Plan (*requested by Supervisor Landgrebe*)
8. Monthly Reports
 - A. Attorney
 - B. Lake Ashton Community Director
 - C. Operations Manager

- I. Consideration of Quotes for Bridge Board Replacement
 - a) Bevis Construction, Inc.
 - b) C&C Outdoors, Inc.
 - c) EMC Docks
 - d) GMS
- II. Consideration of Items Pertaining to Clubhouse Irrigation Well Repairs
 - a) Cost Analysis for Well Water versus City Water
 - b) Proposals for Repairs
 - i. Durham Well Drilling, Inc.
 - ii. Goodbye Hard Smelly Water, Inc. (Well Drilling)
 - iii. Nuco Pump & Well Services
- III. Consideration of Proposals from Solitude Lake Maintenance for Aquatic Maintenance Services
 - a) Quarterly Maintenance
 - b) Semi-Annual Maintenance
 - c) Annual Maintenance
- IV. Landscaping Update
 - a) Presentation of Monthly Landscaping Checklist and Report
- V. Aquatics Update
 - a) Presentation of Monthly Aquatic Maintenance Checklist and Report
- D. District Manager's Report
- 9. Financial Reports
 - 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, September 15, 2025** at 9:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

Brenda VanSickle	Chairperson
Mike Costello	Vice Chairman
Steve Realmuto	Assistant Secretary
Debby Landgrebe	Assistant Secretary
Greg Ulrich	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jay Lazarovich	District Counsel, Latham Luna
Garrett Posten	District Engineer, Rayl Engineering
Matt Fisher	Operations Manager
Christine Wells	Community Director

The following is a summary of the discussions and actions taken at the September 15, 2025 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 9:10 a.m., called roll, took a moment of silence and recited the pledge of allegiance. Five Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. VanSickle asked for approval of the meeting agenda if there were no additions or changes.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Meeting Agenda, was approved 5-0.
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THIRD ORDER OF BUSINESS

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

Ms. VanSickle opened the public comment period.

Mariane Zak (4031 Birkdale Dr.) commented about the ADA compliance and access issue and potential fines the CDD and Board members could incur over this issue. She noted the HFC is in compliance with the ADA; and it will not be difficult for the clubhouse to be in compliance.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the August 18, 2025 Board of Supervisors Meeting

Ms. VanSickle presented the minutes from the August 18, 2025 Board of Supervisors meeting and asked for any comments, corrections, or change. The Board had no changes.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the Minutes from the August 18, 2025 Board of Supervisors Meeting, were approved 5-0.
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FIFTH ORDER OF BUSINESS

Engineering Report

Mr. Posten noted the City of Lake Wales repair on Turnberry from the previous water leak is scheduled for September 25th and 26th, he noted he would be at the District to supervise that work. He noted the entrance bridge erosion project was completed. The Pond 18 flume, he noted he has requested quotes for that.

Mr. Posten noted he provided three quotes for restriping the ADA spaces as discussed at the previous meeting. The J and M Pavement Inc. quote totaled \$1,750. The 1-800 Striper proposal totaled \$862.98. The AAA Top Quality Asphalt quote totaled \$1,850. Board discussion ensued over the differences in the proposals. Mr. Posten

confirmed that while he only had previous experience with the most expensive proposer, he felt confident the two lower priced proposers would be able to handle the project.

On MOTION by Mr. Ulrich, seconded by Ms. VanSickle, with all in favor, the 1-800 Striper Proposal totaling \$862.98, was approved 5-0.

Mr. Posten reviewed the erosion issue at 3620 Blackmore Lane. Mr. Posten's suggestion is to fill in the area and some kind of reinforcement needs to be placed on top of it.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, Noticing Community that No Improvements are Allowed on CDD Property, was approved 5-0.

Ms. VanSickle stated that she felt the pop-up drain, emitter, landscaping, and hardscaping should be removed from CDD property. Ms. VanSickle motioned for 3620 Blackmore Lane to remove those items from CDD property. Mr. Realmuto cautioned that could lead to a legal battle with the resident. There was no second to the motion and the motion failed due to lack of a second.

On MOTION by Mr. Costello, seconded by Mr. Ulrich, with Mr. Costello, Mr. Ulrich, Ms. Landgrebe, and Mr. Realmuto in favor and Ms. VanSickle opposed, 3620 Blackmore Lane Draft Agreement with Homeowner Responsible for Maintaining and Remediating any issues, was approved 4-1.

Mr. Lazarovich noted that the motion would be subject to the homeowner agreeing to that agreement, and if they do not agree to enter into an agreement with the CDD, then it would come back to the Board for further discussion. Ms. Wells stated at the last meeting the Board directed staff to send engineering expenses to the homeowner; she asked if the Board wanted her to send attorney expenses that will be incurred. The Board consensus was yes, attorney expenses should be sent to the homeowner.

SIXTH ORDER OF BUSINESS**Old Business**

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS**New Business****A. Discussion Regarding Letter Received from CDD II Regarding Golf Course Lease Revisions (*requested by Supervisor Costello*)**

Mr. Costello reviewed the letter the CDD received from Lake Ashton II CDD regarding the golf course irrigation system cost. Mr. Costello reminded the Board that when they received the appraisal for the golf course years ago, in the appraisal it stated in 5 to 7 years the irrigation system was going to become a problem. He stated that the CDD II has not budgeted for this item and neither has Lake Ashton CDD. He felt that it was not Lake Ashton's responsibility and suggested sending a letter to CDD II informing them that Lake Ashton is not interested in renegotiating the agreement.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with Mr. Costello, Ms. VanSickle, Ms. Landgrebe, and Mr. Realmuto in favor and Mr. Ulrich opposed, Sending a Response Letter to Lake Ashton II CDD Informing them Lake Ashton CDD is not Interested in Renegotiating the Agreement, was approved 4-1.

B. Consideration of Joint Amenity Facilities Policies (*requested by Supervisor Ulrich*)

Mr. Ulrich presented the joint amenity policies and opened up discussion amongst the Board members. Mr. Realmuto and Ms. VanSickle had minor comments, and Mr. Ulrich noted those changes would be incorporated.

C. Review of Proposals Received for Aquatic Maintenance Services (*due Friday, September 12, 2025 @ 12:00 PM EST*)(*to be provided under separate cover*)

Mr. Fisher reviewed the proposals received for Aquatic Maintenance services. He received proposals from Applied Aquatics, Aquatic Weed Management, and Solitude Lake Management. Board discussion ensued on cost differences and Mr. Fisher discussed his first impressions with the companies and their proposals.

On MOTION by Ms. VanSickle, seconded by Mr. Realmuto, with all in favor, the Aquatic Weed Management Proposal for Monthly Wetland Maintenance and the Solitude Proposal for Aquatic Maintenance Quarterly and Semimonthly treatment, was approved 5-0.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Lazarovich noted at last month's Board Meeting, the Board approved a renewal proposal with Securitas for security services. He stated that based on review of the current contracts and some of the issues that have transpired with services, he proposed amending that motion instead of renewing the yearly agreement to do a probationary 90- or 120-day agreement while putting Securitas on notice of the current issues with services.

On MOTION by Mr. Ulrich, seconded by Ms. VanSickle, with all in favor, Amending the Securitas Renewal to 90 days, was approved.

B. Lake Ashton Community Director

Ms. Wells reviewed Community Director Report which was included in the agenda package for Board review. The Board discussed the late restaurant lease payments.

C. Operations Manager

Mr. Fisher presented the Operations Manger's Report which was included in the agenda package for Board review.

I. Landscaping Update

a) Presentation of Monthly Landscaping Checklist and Report

Mr. Fisher presented the monthly landscaping checklist.

II. Aquatics Update

a) Presentation of Monthly Aquatic Maintenance Checklist and Report

Mr. Fisher presented the monthly aquatic maintenance checklist. Mr. Fisher noted that they had a large fish kill along the pond near Hole 10. Applied Aquatic stated it was

a summertime fish kill due to low dissolved oxygen in the water. The well replacement project is still be reviewed, Mr. Fisher continues to work to get more options.

D. District Manager's Report

Ms. Burns noted that the new fiscal year would start on October 1st.

NINTH ORDER OF BUSINESS

Financial Reports

A. Combined Balance Sheets

B. Capital Projects Reserve Fund

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

Ms. Burns reviewed the financial reports and noted that the new fiscal year would start on October 1st.

D. Approval of Check Run Summary

Ms. VanSickle asked for approval of the check run summary. Mr. Realmuto addressed the large amount that was recognized in the special events line item; he noted that had to do with when the CDD received the revenue from the entertainment series.

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

TENTH ORDER OF BUSINESS

Public Comments

Al Cooney (4303 Ashton Club Drive) commented about security at the gym. He stated that he couldn't get in the gym and someone who was in the gym had to let him in. The Board noted that they were working on addressing that issue and apologized that the doors were down for so long.

Jack VanSickle (4016 Ashton Club Drive) expressed concern about the conversation regarding Blackmore Lane, he noted that if the screened in room is inches away from the property line that it would have never been approved by the City of Lake Wales and it cannot be an approved amenity. The Board noted that they were looking at pictures from the engineer and not exact measurements.

Paul Sullivan (4081 Dunmore) stated the increase in Bingo fees was to cover the replacement of equipment in the future since their equipment is very old.

Bob Zelazny (Lake Ashton II CDD Board member) stated the Lake Ashton CDD did not give Lake Ashton II CDD any property, the property, all the green space East and West, was purchased by the West. He stated they sold Lake Ashton CDD the green space on the East lest those three holes and the Eagles Nest. He stated the West CDD does have the irrigation system in their budget. He clarified that Lake Ashton II CDD has been discussing irrigation for 2 to 3 years informally and the Lake Ashton CDD had asked Lake Ashton II CDD to send them an official letter so that the Boards could have official dialogue, but today the Lake Ashton Board shut that conversation down.

Mariane Zak (4031 Birkdale Dr.) stated this CDD Board and legal counsel should have been aware of the federal ADA laws prior to putting in the security system. She expressed that she felt the CDD is not protecting the community from unnecessary lawsuits. She stated the Board has a fiduciary duty to represent this community. She stated that they are discriminating against their own homeowners in the community with disabilities. She asked that they put this ADA issue on the next joint meeting agenda. Mr. Realmuto felt the Board had acted in the best interest of Lake Ashton residents and stated they trusted the guidance of their legal team and professional staff.

Daniel Davis (4445 Turnberry Lane) thanked the Board for taking the stance of not renegotiating the lease agreement. He asked what good will it do to put \$1,000,000 into a new irrigation system for the golf courses when the golf courses over the last 5 years have lost over \$1,000,000? He stated if they can't make the golf courses profitable then there is no sense in putting money into a new irrigation system.

ELEVENTH ORDER OF BUSINESS

**Supervisor Requests/Supervisor
Open Discussion**

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

CLOSED SECURITY DISCUSSION

The Board entered into a closed security discussion at this time.

THIRTEENTH ORDER OF BUSINESS

**Approval of Security Services
Request for Proposals
Documentation & Published Notice of**

**Request for Proposals (*RFP provided
to Supervisors under separate cover*)**

Ms. VanSickle asked for a motion to approve the RFP as amended.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the Security Services Request for Proposals Documents & Published Notice of Request for Proposals, was approved as amended.

FOURTEENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V



10/13/2025

Lake Ashton CDD Meeting

Engineering Report

- **City of Lake Wales Coordination**
 - Work completed by AAA.
 - Costs to be reimbursed by the City of Lake Wales.

- **Future Pond Erosion Concerns**

- **Turnberry Lane Repaving Project**

- **Pond #18 Flume**
 - Quotes requested

- **Blackmoor Lane**

- **ADA Space Installation**
 - Work completed.

SECTION VI

SECTION A

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE DATE
(FILL IN ONCE ADOPTED)

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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. (2023)

EFFECTIVE DATE: JANUARY 19, 2024

In accordance with Chapter 190 of the Florida Statutes, and on, January 19, 2024 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 Device” – shall mean any device issued by the District to access 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.

“Annual User Fee” – shall mean the fee established by the Districts 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 in Exhibit A, attached hereto, and is subject to change based on action of the Boards.

“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. All Guests under eighteen (18) 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-Resident Member” – shall mean Non-Resident 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 update rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

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

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to twelve (12) guest registrations per year, 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 and provide a fully executed lease for a period of at least ninety (90) consecutive days for LAICDD Renters/Leaseholders and at least thirty (30) consecutive days for LACDD Renters/Leaseholders 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 Non-Resident is outlined in Exhibit A and is split evenly amongst LA CDD and LAII CDD, as permitted by law. 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 the current fiscal year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full by October 1. There is no proration of fees. Each District retains the authority to establish its own Annual User Fee; however, at this time it is the intent of both Districts to set both Annual User Fees at the same level. The Annual User 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 and is non-transferable.

GUESTS: All Guests that are using the amenity facilities, regardless of age, must register with the office of the Amenity Manager and sign a waiver of liability 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.

A Guest is limited to 12 Guest Registrations per year. Guest passes may be issued for a maximum of fifteen (~~15~~30) consecutive days as correlated with the guest's length of stay, and may only be extended once for a maximum of thirty (30) total consecutive days. A guest cannot be registered for more than sixty (60) total days in a 365-day period. A Guest's ability to be registered may be reviewed by an Amenity Manager if exceeding the standards listed above. Renters/Leaseholders are not guests and may not be issued guest passes.

All Guests under eighteen (18) 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.

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. PROPER CREDENTIALS

Lake Ashton Resident Photo ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present Proper Credentials upon request by Staff. If not presented, the individual will be asked to leave the amenities immediately.

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

All lost or stolen Amenity Access Devices should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement Amenity Access Devices.

Unauthorized use of Proper Credentials may result in suspension of an Individual's privileges based on the suspension policy herein.

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

Individuals 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 Individual 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 Individual 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. Individuals should contact the Activities Desk or Security to report missing or damaged equipment.

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.

Patrons and vendors are responsible for all gate strike damage entering or leaving Lake Ashton. At a minimum, the replacement cost of the gate arm will be charged. If payment is not received following the customary billing and collection procedure established by the District, amenity privileges will be subject to suspension in accordance with the Suspension and Termination policy herein. Owners and Non-Resident Members are responsible for the deportment of their respective Guests and Renters/Leaseholders.

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 any District document or application;
3. permits unauthorized use of Proper Credentials;
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 commence immediately for up to one (1) year. Suspensions may be appealed in accordance with Section VI, Paragraph v: Appeals. Such infraction and suspension shall be documented by the Amenity Manager.

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 – Individuals may be asked to leave the amenities immediately and a verbal/written 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 offices.
2. Second Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges, commencing immediately for up to thirty (30) days. 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.
3. Third Offense - Automatic suspension by the Amenity Manager from specific amenities up to and including all Amenity Facilities privileges, commencing immediately for up to one (1) year. 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.

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 incident occurred. 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 received a suspension for at least thirty (30) days may appeal at the next Board of Supervisor's Meeting, to be held at least fourteen (14) days after the violation, for the District in which the violation occurred. For periods in excess of ninety (90) days the appeal will be presented at the next Joint Board of Supervisors Meeting. A complete record of all previous documented offenses will be provided. The Board's or Boards' decision, as applicable, on appeal shall be final. In the event of an appeal at a Joint Board of Supervisors Meeting, if both boards do not come to a consensus the suspension handed out by the Amenity Manager stands.

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 50 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) Patrons.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Patrons and not to effectuate sales of products or services. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place.
4. ~~Club membership and~~ Club activities must be available to all Patrons as governed by the individual club’s Bylaws and must comply with the adopted Joint Amenity Facilities Policies. Patrons will be given priority to attend any club activity or event.
5. 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 Patrons.
6. 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.
7. ~~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 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.

Individuals using the Amenity Facilities are expected to return the amenities to its original condition by securing all equipment, cleaning up trash, and returning tables and chairs to their original location.

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 alcohol may not be brought into the Clubhouse, adjoining outdoor patio, , or any other outdoor amenities at any time (the Pavilion is the only exemption with prior approval from the Amenity Manager) All alcoholic beverages must be purchased through the holder of the liquor license registered with the State of 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 AT THE CLUBHOUSE

If there isn't a liquor license holder registered with the State of Florida to serve alcoholic beverages at the Clubhouse, the Clubhouse Amenity Manager may approve consumption of alcohol for events held in the Clubhouse. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may approve alcohol to be brought in for personal consumption for community events.

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.

BLOCK PARTIES: Block parties shall not take place on CDD roads.

CHILD CARE: The District will not offer childcare services 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.

DONATED ITEMS: All donations to the CDD must receive prior approval from the Amenity Manager. Additionally, donated items should not require maintenance or replacement by either District.

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. Grills are provided at the Pavilion and Rose Garden for Patron and Guest use. Operators must be at least eighteen (18) years old.

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 eighteen (18) 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)~~ No animals except for service animals assisting an individual with a disability 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.

“Comfort”, “Therapy”, or “Emotional Support” animals do not meet the definition of a service animal and are not permitted. Pets must be ~~leashed and under control of an adult handler at all times~~ always leashed and under control of an adult handler. 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 amenity users should not leave Guests who have adverse or debilitating health conditions unattended while at any of the Amenity Facilities or District property.

VENDORS: Patrons should not reach out to District vendors directly to discuss District business. Any concerns with a vendor or their performance should be directed to District staff.

XI. AMENITIES POLICIES – SPECIFIC USAGE

ALL AMENITIES ARE USE AT YOUR OWN RISK. PLEASE ENSURE ALL POLICIES ARE ADHERED TO. PLEASE SEE ARTICLE XII FOR MORE DETAILED INFORMATION.

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.

Guests under eighteen (18) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21).

Individuals must be knowledgeable of the associated rules, regulations, and safety considerations prior to using the Amenity Facilities.

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. 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.
5. 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. Exceptions to the footwear requirements may be made with prior approval from the Amenity Manager.
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.
- 5.6. Rosin bags are the only acceptable form of powder that can be used. They should not be used in the approach area of the Bowling Lanes. No other powder is permitted.
- 6.7. If, at any time, the equipment fails to operate properly or your ball doesn't does not return, please contact the Amenity Manager or Staff for assistance. Do not attempt to retrieve bowling balls.
- 7.8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
- 8.9. Return all balls and shoes to racks when you have finished bowling.
- 9.10. 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.
- 10.11. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

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

1. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be made available for use by another group or Individual.
2. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.
3. Residents booking the Clubhouse Game Room for a Lake Ashton Club, Group, or Organization meeting or activity should be aware that the room will still be available for Billiards play.

iv. 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.

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.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
6. Reservations for the Cinema shall be made through the Amenity Manager's office.

7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

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.

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. 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.

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. Each TV is equipped with closed captions. Volume shall not be used. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Guests under eighteen (18) years of age must be supervised and accompanied by an adult Patron, parent, or guardian 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.

ix. GOLF CLUB

The Golf Club is an independently operated business. Golf may be played at the Golf Course for a fee. Patrons can contact the Pro Shop for ~~more~~ information regarding fees **and complete Golf Course rules.** ~~Any unauthorized Individual found using the Golf Course facilities or playing the course will be asked to make restitution. 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.~~

~~x.~~ 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.

~~xi~~.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.

~~xii~~.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. Equipment must be returned to storage after use.

~~xiii~~.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.

~~xiv~~.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.

~~xv~~.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.

~~xvi~~.xv. PAVILION

1. Reservations can be made through the Amenities Manager's office.
2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions. No grills or smokers are allowed inside the pavilion.
3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Guests must be eighteen (18) years of age and older to operate the grills.
5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. A 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.
7. Alcohol, for personal use, can be consumed in the Pavilion with prior approval by the Amenity Manager.

~~xvii~~.xvi. PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. The Security Staff will unlock and lock the gates daily.
3. All pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.
9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children under 18 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 Individualowner, the pet will be banned from visiting the parks while other pets are present for a period of thirty (30) days. If an Individual comes to the Pet Play Park while a banned pet is present, the pet owner of the banned pet shall leash and remove their pet from the Pet Play Park prior to the other Individual entering.
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.

~~xviii~~.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. 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.
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.
8. No jumping over nets.
9. Players must clean up after play.
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.

~~xix~~.xviii. PONDS (FISHING)

1. Individuals 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. Individuals 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. Individuals 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 Individuals using the Ponds should be parked way from play and off the Pathways/Bridges.

~~xx~~.xix. ROSE GARDEN AND OUTDOOR KITCHEN

1. The Rose Garden is furnished with tables, chairs, and grilling equipment.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the HFC Amenity Manager or Staff for instructions.
3. Please contact the HFC Amenity Manager or Staff for assistance if equipment at the Rose Garden fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills in the Rose Garden.
5. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.

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.
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.

~~xxi-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. 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.
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.

~~xxii-xxi.~~ SPAS

1. There is no lifeguard on duty. Individuals swim at their own risk and must adhere to Spa rules at all times.
2. Spas are open during normal operating hours.
3. Individuals must be thirteen (13) years of age or older to use the spa.
4. Maximum capacity is seven (7) people.
5. No food or drink are allowed within the area of the wet spa deck (which is defined as the area within four (4) feet of the Spa).
6. 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 Individuals must evacuate the spa immediately.
11. Individuals must comply with posted signage in addition to the rules listed above.

~~xxiii-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. Individuals swim at their own risk and must adhere to swimming pool rules at all times.
3. All Individuals 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. Proper swim attire (no cutoffs) must be worn in the pool.
8. 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.
9. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
10. The changing of diapers or clothes is not allowed poolside.
11. Showers are required before entering the pool.
12. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
13. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
14. 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.
15. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
16. Personal audio devices and televisions are not permitted unless they are equipped with headphones and utilized for scheduled activities.
17. 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.
18. Pool entrances must be kept clear at all times.
19. No swinging on ladders, fences, or railings is allowed.
20. Pool furniture is not to be removed from the pool area.
21. 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).
22. 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.
23. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
24. The Districts are not responsible for lost or stolen items.
25. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
26. Individuals with open sores should not use the pool.
27. If the lightning alarm sounds, all Individuals must evacuate the pool immediately.
28. Individuals must comply with posted signage in addition to the rules listed above.

xxiv-xxiii. TENNIS COURTS

1. Non-reserved courts are available on a “first come, first served” basis. Individuals 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. 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.
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.
 6. No jumping over nets.
 7. Players must clean up after play.
 8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
 9. Individuals using the tennis facility are encouraged to supply their own equipment (rackets, balls, etc.) as loaner equipment is limited.
 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.

~~xxv-xxiv.~~ WILDLIFE

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

XII. USE AT OWN RISK; INDEMNIFICATION

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

and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her family.

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

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

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

XIII. SOVEREIGN IMMUNITY

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

XIV. SEVERABILITY

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

XV. OTHER RULES AND POLICIES

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

EXHIBIT A:
RATES FOR THE
JOINT AMENITY FACILITIES POLICIES

Rate Category	Rate
Annual User Fee for Non-Resident Members	The Annual User Fee is equal to (1) the highest of the total annual operation and maintenance assessment and debt assessment as established by each of the Districts in connection with the adoption of each of the Districts' annual fiscal year budgets, plus (2) a \$500 administrative fee (split \$250 per District), which amount shall automatically annually increase or decrease each year based upon the Districts' adopted budgets. The fee is to be paid annually and shall be split evenly between LA CDD and LAII CDD.. For Fiscal Year 2024-2025, the Annual User Fee is \$4,376 This fee shall include privileges for a household for up to two (2) people. All prior rules / policies of the Districts governing this subject matter are hereby rescinded. This membership is not available for commercial purposes and is not transferable.

SECTION VIII

SECTION B



Lake Ashton Community Development District

Community Director Report

Meeting Date:

October 20, 2025

Submitted by:

Christine Wells, Community Director

Photo by Dennis Krupinski
Lake Ashton Resident

Events and Activities

October is here and almost gone already. Busy season is definitely here! Staff has felt the increase in resident traffic at the Clubhouse as we welcome residents back from summer vacations.

Entertainment Series Season Ticket renewals started on October 1. The 2026 Entertainment Series was announced in the September issue of the LA Times. The shows are listed below. This year the tickets for 5 and 8 pm will be the same price. There will be a price difference between the regular and premium seats. Upgrade and exchanges will be November 5 - 7. New Season Tickets will go on sale November 12 - December 5.

The Fall Festival will kick off our season in addition to helping support the fight to end Alzheimer's. There are many fun events to be part of in November, as noted below!

2026 Entertainment Series Show Dates:

February 6: Nathan James

February 24: Crystal Stark and Grady Harrell

March 5: The Doo Wop Project

March 21: Jayne Curry

April 15: Decades in Duet and Troy Thirdgill

Activities and Events booked through November at the Clubhouse:

10/17: Cypress Gardens Ski Show

10/27: Bloodmobile

10/28: The Great Pumpkin

11/1: Fall Festival

11/4: Medicare Dinner Seminar

11/10 Walgreens Flu Shots

11/11 Insurance Lunch & Learn

11/14: Friendsgiving

11/15: Wine and Vegan Cheese Demo

LAKE ASHTON'S 2026 ENTERTAINMENT SERIES



NATHAN JAMES - Feb. 6
He can sing almost anything with his incredible ability to perform pop, rock, ballads, and music from many genres that are crowd pleasers. The show covers various decades and legends like Billy Joel, Queen, Tina Turner, Barry Manilow, and many more.

CRYSTAL STARK & GRADY HARRELL - Feb. 24
American Idol semi-finalist Crystal Stark lights up a stage and captivates an audience with her infectious energy, megawatt smile, and out-of-this-world voice in a show that pays homage to legends as well as current superstars. Grady Harrell Jr. has been performing since childhood, launching his career in the '70s with the soul/funk group Papa's Results. A versatile entertainer, he portrayed Jackie Wilson and Sam Cooke in acclaimed stage productions and the mini-series The Jacksons: An American Dream.

THE DOO WOP PROJECT - Mar. 5
The Doo Wop Project's live show starts at the beginning, five guys on a street corner singing tight harmonies. From there, this epic show expands the genre by incorporating the sounds of today's top artists such as Amy Winehouse, Maroon 5, Garth Brooks, Jason Mraz, and Adele, to name a few. The boys of DWP then take these contemporary songs and give them a Doo Wop twist, something they like to call, "Doo Wopify".

JAYNE CURRY - Mar. 21
Jayne's huge powerhouse vocals will take you on a journey of delight, from Broadway musicals, hit pop songs, soul songs, and rock from iconic women such as Tina Turner, Whitney Houston, Barbra Streisand, ABBA, and more.

DECADES IN DUET & TROY THIRDCILL - Apr. 15
Six decades of chart-topping duets featuring the music of over forty different artists: vocalists, multi-instrumentalists, and award-winning husband/wife songwriters Annalyse McCoy and Ryan Dunn celebrate love and music. With a high energetic style, and a unique rhythm, (his style has been called '...pure comedic jazz'), Troy Thirdgill is one of the most touring acts working today. His clean, but not corny, intelligent material, and insanely real characters always evoke deep laughs.

SHOW TIMES: 5 & 8 PM
Current Season Ticket Renewals: Oct. 1 - 31, 2025
Current Season Ticket Holder Upgrade/Exchange Period: Nov. 5 - 7, 2025
New Season Ticket Sales: Nov. 12 - Dec. 5, 2025
\$155 - Regular | \$180 - Premium

11/18: Pumpkin Modge Podge Class
11/18: Woman's Wellness w/ Dr. Hoyt
11/19: Skin Screenings
11/19 Your CBD Store Paint Night

Newsletter:

The October LA Times Community Magazine was sent out via email blast along with the monthly calendar on September 30.

The front cover advertised the beginning of Fall and the events outlined in the October LA Times.

The back cover promoted the 2025 Fall Festival.



The November LA Times magazine will be distributed on Friday, October 31. The deadline to submit articles for the November newsletter is October 15.



Monday Coffee:

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

- October 27 – Lake Wales Care Center
- October 27 – AdventHealth
- November 3 – History of Polk County Roads
- November 10 - Arcturus Author: Cary R. Davis
- November 24 - AdventHealth

Safety and Security:

- A RFP and scope of services for the security contract was sent out on October 1 with a deadline of October 31.
- The following companies received a Request for Proposal: Freeman Security Services Inc., Israel Good Protection, Nation Security, National Security Service, LLC., Prosegur Security USA, Securitas, Vital Security& Investigations, and Xpress Guards.

- Staff would like direction on how Supervisors would like to receive the proposals. Would Supervisors like to invite each proposer to the meeting and give them 5 minutes to present their proposal? A few of the proposers have asked.
- Staff has conducted 2 tours of the community so far and 1 more is scheduled for the week of October 20.
- Currently there aren't any open items for repair.

Follow-Up from Previous Board Meeting

- Staff is continuing to work on a grant with FEMA due to damage incurred. Lake Ashton, as a facility, was deemed ineligible. I am working through the appeals process at this time. A meeting has been set for October 15.
- Charm City was advised of the Board's decision to permit installation of a sign at the entrance to Lake Ashton on Thompson Nursery Road on November 18. Staff has received a signed agreement, but it is not fully executed. We are waiting on the final sign and location to move forward to a fully executed agreement.
- The contract has been executed for the State of Florida pricing with Florida Public Utilities. Staff is working with FPU to correct the previous bills received.
- Roller shades, drapes, and mock Roman shades have been installed. Two roller shades are being replaced due to physical defects. The installer will be back on Wednesday, October 15 to replace the defective shades. They will also be steaming the mock roman shades at this time as well. A date was not given for receiving the shutters at this time.
- The flooring agreement has been executed. Staff is working with the two companies to set an installation date.
- The sign recommended by Insurance to install at the Bowling Lanes will be ordered once the Joint Amenities Facilities Policies have been adopted. All other suggestions have been implemented.
- Staff are continuing to solicit quotes for the following:
 - Installation of a commercial refrigerator in the Ballroom Kitchen
 - Moving audio equipment from the Activities Office to the Activities closet.
- Staff is working with the Engineer and Attorney on the consent to encroach for Blackmoor Lane. Once the project is complete the homeowner will be sent a comprehensive invoice, payable to the District directly, for all Engineering and Accounting costs incurred throughout this project.
- The Bingo board has been reinstalled, and staff is working with the facilitator to come up with a means to cover the Board. Staff has asked Window Concepts by Annalisa for viable options to cover the board along with pricing. The contract for Bingo room rental has been executed.

- The contract for the renewal of the landscaping services has been executed.
- The Operations Manager outlined the current situation with the execution of the aquatic maintenance contracts in his report.
- Staff is working with TECO to get updated documents regarding the agreement in place that is up for renewal on July 6, 2026. This includes 81 poles. Staff previously presented options for a new agreement with new poles and fixtures but this agreement is no longer being offered by TECO due to the current tariffs in place, according to our TECO rep. Currently TECO is saying the best option available at this time would be to renew our current agreement. I asked him to provide whatever options are currently available to save money when compared to what we are currently paying. Staff met with TECO on Friday, August 22 and followed up again on September 5, September 24, and October 10. Staff also inquired about solar options that TECO now offers. When the information is received, staff will send it to Supervisors for review.
- Staff has been working with the Engineer of the Turnberry Lane road construction project. There were some rain delays that pushed the pavement laying to Wednesday, October 15. Staff has been working with individual residents' special circumstances throughout the project.
- Staff has sent reserve study update proposal requests to two companies and is researching more companies that offer this service.

Lake Ashton Community Development District Project Tracking List - FY 2025

Project Name	Budget	Final Cost	Board Approval	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
Clubhouse and Other Grounds Projects							
Conversion of Propane to Natural Gas	\$37,693.00		4/15/2024	Staff is working on scheduling the conversion of the hot water heaters. <u>Paid as of 1/13/25</u> \$885 - Hooking Restaurant line to meter and new quick connect hoses. \$18,235 - Restaurant Kitchen Equipment \$1,200 - Changing Ansul System for New Equipment in Restaurant Kitchen \$1,640 - Convert Spa Heater \$5,500 - New Pool Heater DOES NOT INCLUDE REBATES IN PROCESS	4/7/2025		\$27,460.00
Ballroom Refurbishment - Carpet Replacement	\$35,000.00		5/12/2025	The agreement has been executed and staff is working with the installer on a date to begin installation.	10/13/2025		
Ballroom Refurbishment - Dance Floor Replacement	\$23,000.00		5/12/2025	The agreement has been executed and staff is working with the installer on a date to begin installation.	10/13/2025		
Ballroom Refurbishment - Drape Replacement and Roller Shades	\$51,623.00		5/12/2025	Drapes, motorized shades, and mock roman shades have been installed. There are two defective shades that will be replaced on Wednesday, October 15. The plantation shutters have been ordered but have not been received yet.	10/13/2025		\$25,811.50
Pavement Management, Stormwater Management, Bridges, and Concrete Pathways							
Re-Stripe the East Parking Lot (add a handicap spot)	\$862.98		9/15/2025	Project completed on October 13. Payment has not been issued yet.	10/13/2025		
Turnberry Lane Repave	\$150,178.15		4/14/2025	Contract was executed. Project scheduled to start on October 3. Project scheduled to be completed on October 15	10/13/2025		
Completed Projects - FY 2025							
TNR Entrance Bridge Erosion	\$4,356.00		8/18/2025	Project completed on September 22	10/13/2025		\$4,356.00
East Course Bridges Pressure Washing and Sealing	\$13,500.00		8/18/2025	Project completed on September 26	10/13/2025		\$13,500.00
Replace 48 Street Signs Throughout the Community	\$6,300.00	\$5,545.35	12/16/2024	This project is complete	9/8/2025		\$5,545.35
Replace Shuffleboard Court Roofing Structures	\$10,800.00		5/12/2025	This project is complete. Only partial payment made.	7/14/2025		\$9,000.00
Replacement of Bench and Rack with Smith Machine	\$2,042.90	\$2,042.90	6/23/2025	This project is complete.	7/14/2025	\$2,042.90	
Replacement of Card Room AC	\$7,919.00	\$7,919.00	6/23/2025	This project is complete.	7/14/2025		\$7,919.00
Erosion Control Along a Pond Bank on Hole Number 4 on the East Golf Course	\$20,292.00	\$20,292.00	4/14/2025	This project is complete.	7/14/2025		\$20,292.00
Ballroom Refurbishment - Painting	\$10,475.00	\$10,475.00	5/12/2025	This project is complete.	7/14/2025		\$10,475.00
Replace Guard House Roof	\$5,330.00	\$5,330.00	5/12/2025	The roofing project is complete.	7/14/2025		\$5,330.00

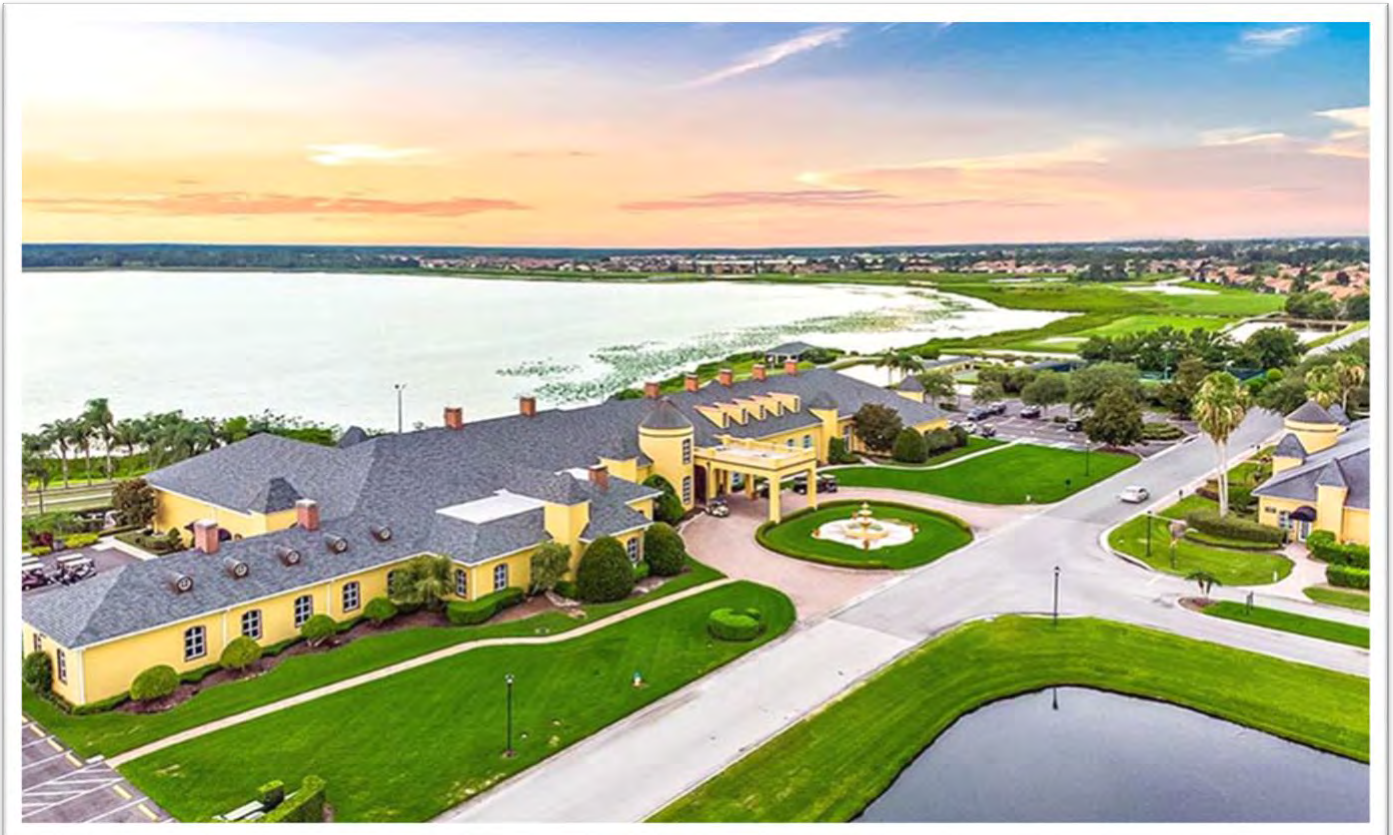
Lake Ashton Community Development District Project Tracking List - FY 2025

Project Name	Budget	Final Cost	Board Approval	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
Repair to Concrete Pathways (Hole 10 on the East Golf Course) and Minor Erosion Control (Hole 12 on the East Course)	\$7,650.00	\$6,400.00	4/14/2025	This project was completed on 5/29/25	6/10/2025		\$6,400.00
Install CIPP Liners on 5 Pipes Crossing Turnberry Lane in Addition to Spot Repairing an Adjacent Pipe with a Mechanical Sleeve	\$39,471.50	\$33,699.02	4/14/2025	Project was completed on 5/22/25	6/10/2025		\$33,699.02
Replace Reme Halo Cartridges Replaced in the Clubhouse	\$6,630.00	\$6,630.00	3/17/2025	This project was completed on 4/10/25	5/5/2025		\$6,630.00
Tennis Court Color Coat	\$16,685.00	\$16,685.00	1/21/2025	Completed on 2/12/25	3/10/2025		\$16,685.00
Repair 3 asphalt sections on Dunmore Drive	\$4,000.00	\$4,000.00	8/26/2024	4045 Dunmore Drive 4049 Dunmore Drive 4081 Dunmore Drive Completed on 2/17/25	3/10/2025		\$4,000.00
Replace Media Center AC Unit	\$7,500.00	\$7,442.00	12/16/2024	This project was completed on 1/7/25	1/13/2025		\$7,442.00
Installation of permanent roofline lighting at the Clubhouse and Guard House	\$28,902.00	\$28,902.00	9/16/2024	This project is complete.	1/13/2025		\$28,902.00
Clubhouse and Amenity Painting (On FY 24 Project List)	\$35,185.00	\$35,185.00	7/15/2024	This project is completed.	1/13/2025		\$35,185.00
Seal pipe and fill near 4081 Dunmore Drive	\$8,845.00	\$8,845.00	8/26/2024	4081 Dunmore Drive This is completed.	1/13/2025		\$8,845.00
Turnberry Lane Geotechnical Investigation	\$3,650.00	\$2,900.00	11/18/2024	This is complete. Report sent to Supervisors and included in the January agenda packet	1/13/2025		\$2,900.00
Purchase 2 additional AED Units	\$4,231.80	\$4,231.80	11/18/2024	These were installed on 12/12/24	1/13/2025		\$4,231.80
Gutter Installation at the Clubhouse (On FY 24 Project List)	\$16,400.00	\$16,400.00	8/19/2024	This project was completed on 11/4/24	11/11/2024		\$16,400.00
Totals	\$539,803.35	\$222,924.07				\$2,042.90	\$274,152.67

SECTION C

Lake Ashton

Community Development District



October 20, 2025
Matthew Fisher – Operations Manager

Contracted Services

Landscaping

- ✚ The most recent site visit report is included.
- ✚ Full mulch application on CDD property is scheduled the first week of November. Residents will be informed when specific dates are confirmed.
- ✚ Perennial plants at the entrance will be replaced at no cost from Yellowstone.
- ✚ St. Augustine sod will be replaced north side of the Tennis Ct.
- ✚ Staff solicited bids to run irrigation to the valve that feeds Ashton Club Dr to Gullane. Yellowstone quoted the job at \$16,755 and A&E Irrigation came in at \$2,700. A&E Irrigation completed the work saving the District \$14,055.

Contracted Services

Aquatic Management

- ✚ CDD ponds were reviewed with Applied Aquatics.
- ✚ Wetland quarterly maintenance was completed.
- ✚ Biweekly treatments of the storm water ponds are being completed.

Staff was directed to negotiate the wetland semiannual and quarterly maintenance with SOLitude. SOLitude's offer is outlined below:

Attached below are the updated proposals for the RFP you had sent out. Like I had mentioned, these prices are valid **only** if all three contracts are signed with SOLitude. If you would like to remain the same, only signing the semi-annual and quarterly maintenance proposals, then the price would stand as the original quote. I had spoken to the team about having an account representative visit Lake Ashton CDD, and we can do that at no additional charge. The account representative would be myself visiting. If there is to ever be a change in personnel, I will update you as soon as I receive that information. The technicians would be visiting and treating the account three times per month for annual maintenance (monthly maintenance) and you will receive a service report post treatment everytime! If there is ever an issue, please contact me either through phone or email. Again, I will be visiting Lake Ashton CDD regularly to make sure that these treatments are going as expected. Like always, please do not hesitate to contact me with any further information, or if you need anything else from me. To break it down:

1. Annual Maintenance : \$56,040.00 per year / \$4,670.00 per month. This is **\$852.00 less** than the company, Applied Aquatics, the board had decided to go with yearly.
2. Quarterly Maintenance : \$17,800.00 per year / \$4,450.00 per quarter. This is **\$2,000.00 less** than the original bid we proposed, in agreement with the board's negotiation.
3. Semi-Annual Maintenance : \$8,400.00 per year / \$4,200.00 each visit. This is also **\$2,000.00 less** than the original bid we proposed, also in agreement with the board's negotiation.

Facility Maintenance

Completed/Pending

- ✚ Staff pressure washed north side of the Pool deck and the Restaurant patio pavers.
- ✚ Staff cleaned all the column lights fixtures around the Pool and replaced burnt bulbs.
- ✚ Clubhouse fire extinguisher inspection has been completed by Ridge Fire.
- ✚ Kincaid replaced the fans on the Restaurant patio.
- ✚ C&C Outdoors completed pressure washing and sealing the 13 CDD bridges.
- ✚ Baynard Plumbing repaired a leak in the Restaurant kitchen. A leak adjustment is being submitted to the utilities department.
- ✚ Staff met with Bevis Construction to look at the bridge board replacement project. Their proposal is attached to replace 100 boards.
- ✚ A larger switch guard was installed at the Pool east entrance.



Facility Maintenance Forecaster

- ✚ Pavilion needs to be pressure washed. Screens and flooring.
- ✚ The height clearance bars at the Gate House are in need of replacing. Update: Staff is still looking for the best price for replacements.
- ✚ Pressure wash the exterior of the Gate House.
- ✚ Pressure wash the pavers and curbing in the circle drive. Also remove the rust from the pavers in this area.
- ✚ Pressure wash the curbing in the east parking lot.

SECTION 1

SECTION (a)



Bevis Construction Inc.
DOCK DIVISION

License # CBC1263455

Chris Farquhar
4926 Lime Road
Sebring, FL 33875
863.381.2171

Chris@bevisconstructioninc.com
www.bevisdocks.com

CUSTOMER:
LAKE ASHTON CART BRIDGES
Matt Fisher

4141 Ashton Club Dr., Lake Wales, FL 33859
863.956.6207

mfisher@lakeashtoncdd.com

Bid Proposal: 9/18/2025

- \$16,000...Replace (100) 3x8x10 Deck Boards

Details:

- All lumber marine grade ground contact
- All decking to be fastened with stainless steel screws
- Price remains the same for replacing deck boards, whether there is a Safety Bumper bolted through or not
- Price *includes* tear out and haul off from site
- Price *includes* inspection of all 13 bridges and replacement of most degraded deck boards, with a main focus on bridges 1 and 11
- Warranty: Life of product excluding acts of Mother Nature

Price: All checks made payable to **Bevis Construction Inc.**

- **TOTAL = \$16,000**
 - \$16,000...Balance due upon job completion

OPTIONS: (NOT included in total, additional charge)*

- \$6,400...Replace additional (40) boards every year to maintain decking in good condition (\$160per)
- \$12,000...Yearly Pressure Wash and Stain Treatment (*NOTE: Bevis Construction to provide all chemicals and labor needed. Lake Ashton CDD to provide all stain needed*)*

X

Customer

DATE _____

SECTION (b)



Estimate

#0003219

From: C&C Outdoors INC

1815 Thornhill Rd.
Suite 305T
Auburndale, FL 33823

Amount:

\$35,000.00

Date of Issue:

8/14/2025

Bill To: Matt Fisher

4141 Ashton Club Drive, Lake
Wales, FL, USA

Expiration Date:

9/14/2025

Item	Rate (excl. tax)	Quantity	Tax	Total
Bridge Board Replacement - Replace 75 Boards on Bridge 11 (25 of those boards will be under the bumper and need extra labor to remove and install the boards) - Replace 25 boards on Bridge 1 (7 of the boards are under the bumper curb and require extra labor to remove) - Boards will be screwed in - Haul away and disposal of old boards included Total of 100 southern yellow pine boards, pressure-treated .80 depth of retention	\$35,000.00	1		\$35,000.00
Subtotal				\$35,000.00
Total				\$35,000.00

Notes:

All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted.

Payments are to be made as follows:

Deposit required for the project in the amount of \$15,000
and final payment required upon completion of the job in the amount of \$20,000

THE TOTAL FOR THIS PROJECT IS \$35,000

The above prices, specifications, and conditions are satisfactory and are hereby accepted. The customer has authorized C&C Outdoors, INC to do the above work as specified.

Terms & conditions:

Agreement becomes binding upon clicking "APPROVE" on the estimate sent and authorizes C&C Outdoors, INC to commence work as per the Customer Agreement.

This proposal may be withdrawn by us if not accepted within 72 hours.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Customer:

- Agrees that if any changes or alterations are made and not specified on this contract/proposal price will be subject to change.

Rescheduling of Jobs must be done within 48 hours' notice or the client will be penalized with a \$250.00 fee.

The client or someone representing the client must be present at the job site prior to job commencement and upon job completion.

Deposits are non-refundable including any permit processing fees, THIS INCLUDES CANCELLATIONS OF PROJECT.

If permitting is required for the project and the client prefers for C&C Outdoors to process the permit, there will be an additional \$250.00 Permit Fee.

C&C Outdoors, INC:

Please understand that any representation by C&C Outdoors, INC. regarding a start job date. is for the customer's convenience and is an approximation only. The service date may be subject to change on a daily basis due to circumstances out of our control, such as weather, permits, easement agreements, progress on prior scheduled jobs, etc.

C&C Outdoors, INC. is insured for liability resulting from injury to person(s) or property. Certificates of coverage are available upon request.

NO ORAL AGREEMENTS:

It is expressly understood that all terms, agreements, and conditions relating to this contract are only those expressed in writing herein and that there are no oral representations, undertakings, terms,

agreements, or conditions of any kind.

Paver Agreement:

TREE ROOTS:

The contractor shall not be responsible for any damage to trees occasioned by the removal of tree(s) or tree roots in preparing the site.

UNDERGROUND STRUCTURES:

It is the Customer's responsibility to advise the contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be entered by C&C Outdoors, INC in the performance of its work. C&C Outdoors, INC, shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If a condition develops in the performance of C&C Outdoors, LLC work where the identification or location of the underground structures varies from those specified herein, any extra cost incurred thereby is moving, protection, or covering same, otherwise, shall be borne by the Customer.

PROPERTY LINES:

The Customer shall establish and designate property lines and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by the Customer trespass on other property. Also, the customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.

Tree Agreement:

The authorizing party warrants that all trees listed are located on the Customer's property, and, if not, that the authorizing party has received full permission from the owner to allow C&C Outdoors, INC. to perform the specified work stated in the Agreement. Should any tree be mistakenly identified as to ownership, the Customer agrees to indemnify C&C Outdoors, INC for any damages or costs incurred from the result thereof.

Damage:

C&C Outdoors, INC. asks that our client make us aware of the location of any septic tank, underground irrigation, gas, water lines, or anything that can be damaged that they are aware of. Please understand that our trucks are heavy and we cannot guarantee that ruts won't be made.

Stump Removal:

- Grinding and shavings from stump removal are not hauled away unless specified in this proposal.

Surface and surface roots beyond the stump are not removed unless specified in this proposal.

Fence Agreement:

- In order to place the fence exactly where the customer desires it is imperative that the customer provides C&C Outdoors, INC. with a land survey and exposed property pins. Therefore, if any of the above conditions are not met, we are not responsible for its location and the customer understands we will not be responsible for any claims arising from its location.
- The customer understands that sometimes the proposed fence line may be subject to change. Sometimes underground obstructions such as cable lines, sprinkler lines, utility lines, and roots may alter its final location. In the event should this situation occurs, the customer will be consulted first, but the proposed fence line and the anticipated result are ultimately subject to change.
- The customer agrees to present a fence line that is free and clear of obstructions. Additionally, the

customer understands that in order for the installation crew to install the fence correctly it will require a two-foot clearance on each side of the proposed fence line. Obstructions, such as trees, bushes, debris, etc. may result in a clearing cost.

- C&C Outdoors, INC. offers a one-year craftsmanship warranty.
- Material warranties are as specified by the manufacture of such material.
- Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract

Payment:

Unless otherwise stated in the Agreement, the Customer agrees to pay the amount owed in full upon completion of work, where a receipt will be submitted to the Customer for the amount paid, via mail or e-mail if requested. A Credit/Debit card payment convenience fee of 3% will be assessed to the total transaction amount. The convenience fee is not a C&C Outdoors, INC fee, and therefore cannot be refunded.

Checks should be made payable to C&C Outdoors, INC.

Failure to remit full payment upon completion of the project will result in a \$100.00 dollars late fee as well as a \$10.00 a day fee thereafter. There will be an additional \$45.00 fee charged for all checks returned for non-sufficient funds. The customer agrees to pay all collections costs, including, without limitation, any legal fees and expenses incurred in connection with the collection of a past-due account. In the event of any nonpayment by the customer hereunder, C&C Outdoors, INC. may suspend further performance immediately under this Agreement.

ACCEPTANCE OF PROPOSAL

CLIENT SIGNATURE

DATE

Terms & Conditions:

Agreement becomes binding upon clicking "APPROVE" on estimate sent, and authorizes C&C Outdoors, INC to commence work as per Customer Agreement.

This proposal may be withdrawn by us if not accepted within 72 hours.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Customer:

- Agrees that if any changes or alterations are made and not specified on this contract/proposal price will be subject to change.

Rescheduling of Jobs must be done within 48 hours notice or client will be penalized with a \$250.00 fee.

Client, or someone representing client must be present at job site prior to job commencement and upon job completion.

Deposits are non-refundable including any permit processing fees, THIS INCLUDES CANCELLATIONS OF PROJECT.

If permitting is required for the project and client prefers for C&C Outdoors to process permit, there will be an additional \$250.00 Permit Fee.

C&C Outdoors, INC:

Please understand that any representation by C&C Outdoors, INC. regarding a start job date. is for the customer's convenience and is an approximation only. The service date may subject to change on a daily basis due to circumstances out of our control, such as weather, permits, easement agreements, progress on prior scheduled jobs, etc.

C&C Outdoors, INC. is insured for liability resulting from injury to person(s) or property. Certificates of coverage are available upon request.

NO ORAL AGREEMENTS:

It is expressly understood that all terms, agreements, and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

Paver Agreement:**TREE ROOTS:**

Contractor shall not be responsible for any damage to trees occasioned by the removal of tree(s) or tree roots in preparing the site.

UNDERGROUND STRUCTURES:

It is the Customer's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be entered by C&C Outdoors, INC in the performance of its work. C&C Outdoors, INC, shall be deemed to have notice of existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If a condition develops in the performance of C&C Outdoors, LLC work where the identify or location of the underground structures varies from those specified herein, any extra cost incurred thereby is moving, protection or covering same, otherwise, shall be borne by the

Customer.

PROPERTY LINES:

The Customer shall establish and designate property lines, and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by customer trespass on other property. Also, the customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.

Tree Agreement:

The authorizing party warrants that all trees listed are located on the Customer's property, and, if not, that the authorizing party has received full permission from the owner to allow C&C Outdoors, INC. to perform the specified work stated in the Agreement. Should any tree be mistakenly identified as to ownership, the Customer agrees to indemnify C&C Outdoors, INC. for any damages or costs incurred from the result thereof.

Damage:

C&C Outdoors, INC. asks that our client makes us aware of the location of any septic tank, underground irrigation, gas, water lines or anything that can be damaged that they are aware of. Please understand that our trucks are heavy and we cannot guarantee that ruts won't be made.

Stump Removal:

- Grinding and shavings from stump removal are not hauled away unless specified in this proposal.

Surface and surface roots beyond the stump are not removed unless specified in this proposal.

Fence Agreement:

- In order to place the fence exactly where the customer desires it is imperative that the customer provides C&C Outdoors, INC. with a land survey and exposed property pins. Therefore, if any of the above conditions are not met, we are not responsible for its location and the customer understands we will not be responsible for any claims arising from its location.
- The customer understands that sometime the proposed fence line may be subject to change. Sometimes underground obstructions such as cable lines, sprinkler lines, utility lines, and roots may alter its final location. In the event should this situation occur, the customer will be consulted first, but the proposed fence line and the anticipated result is ultimately subject to change.
- Customer agrees to present a fence line that is free and clear of obstructions. Additionally, the customer understands that in order for the installation crew to install the fence correctly it will require a two foot clearance on each side of the proposed fence line. Obstructions, such as trees, bushes, debris, etc. may result in a clearing cost.
- C&C Outdoors, INC. offers a one year craftsmanship warranty.
- Material warranties are as specified by the manufacture of such material.
- Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract

Payment:

Unless otherwise stated in the Agreement, the Customer agrees to pay the amount owed in full upon completion of work, where a receipt will be submitted to the customer for the amount paid, via mail or e-mail if requested. A Credit/Debit card payment convenience fee of a 3% will be assessed to the total transaction amount. The convenience fee is not a C&C Outdoors, INC fee, and therefore cannot be refunded.

Checks should be made payable to C&C Outdoors, INC.

Failure to remit full payment upon completion of project will result in a \$100.00 dollars late fee as well as a \$10.00 a day fee there after. There will be an additional \$45.00 fee charged for all checks returned for non-sufficient funds. The costumer agrees to pay all collections costs, including, without limitation, any legal fees and expenses incurred in connection with the collection of a past due account. In the event of any nonpayment by the customer hereunder, C&C Outdoors, INC. may suspend further performance immediately under this Agreement.

ACCEPTANCE OF PROPOSAL

CLIENT SIGNATURE

DATE

Accepted on: _____

Accepted by: _____

Signature: _____

SECTION (c)



EMC DOCKS



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

Lake Ashton
Garrett Posten and Matt Fisher
4141 Ashton Club Blvd
Lake Wales, FL 33859
garrett@raylengineering.com and mfisher@lakeashtoncdd.com

August 11, 2025
Revised

RE: Replace Bridge # 1 and #11 Deck Boards

Bridge #11 Decking Boards:

To remove and replace 3" x 8" that are 10 feet long.
(75) bridge decking boards all located at the specific locations that have been marked by Matt.
(25) locations we have to disassemble the bumper curb on both sides and re bolt it back.
Very time consuming.
All decking boards will be screwed in.

Bridge # 1 Decking Boards:

To remove and replace 3" x 8" that are 10 feet long.
(25) bridge decking boards all located at specific locations that have been marked by Matt.
(7) Locations we have to disassemble the bumper curb on both sides and re bolt it back. Very time consuming.
All decking boards will be screwed in.

Additional Manpower:

(32) difficult boards to install (on both projects)

Remove and haul away the deck boards

Bridge #11

Material & labor (75) \$ 26,250.00

Bridge # 1

Material and labor (25) \$ 8,750.00

Additional Manpower

Additional Labor (32) \$ 3,840.00 (25) for the bridge #11 and (7) for bridge #1

Remove and haul away deck boards \$ 350.00

Total Cost: \$ 39,190.00

Payment Breakdown:

Deposit	\$ 19,595.00
Balance Upon Completion	<u>\$ 19,595.00</u>
Total Payments:	\$ 39,190.00

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 (d)

Proposal #: 468

Proposal Date: 8/15/25



Governmental
Management Services - CF

Maintenance Services

Phone: 407-201-1514

Email:

Csmith@gmscfl.com

Bill To/District:
Lake Ashton CDD

Prepared By:
Governmental Management Services- CF,
LLC
219 E. Livingston Street
Orlando, FL 32801

Job name and Description

Job Name: Boardwalk Repairs

Description: Remove and replace 100 boards using southern yellow pine pressure treated boards.

Bridge 11 will have 75 boards replaced with 25 under the side Safety Bumper requiring additional labor.

Bridge 1 will have 25 boards replaced with 7 under the side Safety Bumper requiring additional labor.

Boards will be secured with stainless steel deck screws

Old boards will be hauled off from site and discarded.

Qty	Description	Unit Price	Line Total
	All Labor, Mobilization, Equipment and materials		\$33,500.00

Total Due: \$33,500.00

This Proposal is Valid for 30 days.

Client Signature: _____

SECTION 2

SECTION (a)

Cost Analysis for Well Versus City Water

Total Clubhouse Well Repairs for Past 6 Years (Provided by Yellowstone)

4/10/20	\$260.33	Re-Plumb the 2" Down-stream Side of the Pump
11/4/19	\$209.45	Replace Broken Pressure Switch
8/14/19	\$456.40	Replace Pump Contactor
5/29/19	\$608.45	Control Box

Total Well Repairs **\$1,534.63**

Total City of Lake Wales Water Prior to Well

12/19/12	\$1,721.42
1/17/13	\$1,166.32
2/19/13	\$1,554.89
3/19/13	\$1,134.60
4/17/13	\$1,935.53
5/17/13	\$1,832.44
6/19/13	\$2,094.13
7/17/13	\$1,562.82
8/19/13	\$817.09
9/18/13	\$1,118.74
10/18/13	\$2,038.62

Total **\$16,976.60**

Total City of Lake Wales Water After Install of Well

12/17/14	\$159.65
1/16/15	\$138.45
2/18/15	\$149.05
3/18/15	\$122.54
4/17/15	\$188.34
5/13/15	\$143.75
6/15/15	\$133.14
7/15/15	\$653.75
8/15/15	\$1,795.68
9/15/15	\$998.50
10/15/15	\$1,493.31

Total **\$5,976.16**

Savings in Water Bills After Installing Well (11 months)

December	\$1,561.77	
January	\$1,027.87	
February	\$1,405.84	
March	\$1,012.06	
April	\$1,747.19	
May	\$1,688.69	
June	\$1,960.99	
July	\$909.07	
August	-\$978.59	Leak Adjustment Submitted
September	\$120.24	Leak Adjustment Submitted
October	\$545.31	Leak Adjustment Submitted

Total Savings in 11 monrhs **\$11,000.44**

SECTION (b)

SECTION 1

Proposal

DUNHAM WELL DRILLING, Inc.

1341 42nd Street, N.W.
Winter Haven, Florida 33881
(863) 965-2881

PROPOSAL SUBMITTED TO <u>Lake Ashton</u>	PHONE <u>863-956-6207</u>	DATE <u>October 10, 2025</u>
STREET <u>4141 Ashton Club Dr.</u>	JOB NAME	
CITY, STATE AND ZIP CODE <u>Lake Wales, FL 33859</u>	JOB LOCATION	

We hereby submit specifications and estimates for:

3HP Submersible Pump
 3HP single phase submersible motor
 100' of 2" Galvanized drop pipe
 100' of 12/3 double jacketed submersible pump wire & splice kit
 4"x2" well seal
 40/60 pressure switch
 3HP Franklin deluxe control box
 4hrs labor with pump hoist truck
 Sales Tax

 Total Estimate. \$5,151.23

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the subject of the terms and conditions of this agreement, for the sum of : _____ dollars (\$ _____)

Payment to be made as follows:

Any alteration or deviation from the above specifications involving extra costs will be executed only upon request of the purchaser, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. All accounts in excess of thirty (30) days will have a finance charge of one and one-half percent (1 1/2%) per month on full unpaid balance which is an annual percentage rate of 18%. The minimum payment due will be the payment of the indebtedness in full. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs. If it is necessary to collect the account through legal action. Seller disclaims all warranties of merchantability or fitness in connection with the goods sold in accordance with this proposal, except as expressly provided herein in writing. By the Buyer's signature on this proposal, the person executing this proposal individually guarantees payment of the account including payment of all cost and expenses incurred by Dunham Well Drilling, Inc., in the collection of the indebtedness on the account, including reasonable attorney's fees incurred in connection with the collection work, litigation, appeals or otherwise. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE PART OF THIS AGREEMENT.

DUNHAM WELL DRILLING, INC.

By: _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications, items and conditions have been reviewed and are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and on the reverse side.

Date of Acceptance: _____

Signature _____

Signature _____

SECTION 2

GOOD BYE HARD SMELLY WATER INC. WELL DRILLING



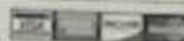
3100 Rustic Dr. Kissimmee, FL 34744
Licensed & Insured - LIC#11406
www.goodbyeheardandsmellywater.com
Office: 407.498.1066 Cell: 407.460.8042

FREE ESTIMATES WATER TEST

- Water Softeners
- Carbon Filters
- Well Pump
- Reverse Osmosis
- Filter Repack
- Submersible Pump Replacement
- Flow Switches
- Contact Tank
- Chlorinator Pump
- Pressure Tank
- Pressure Switch
- Well Repair

Financing available

We Accept
All Major
Credit Cards



NAME	DATE	TIME
ADDRESS 441 Ashton Club Dr		
CITY Lake Wales FL	STATE FL	ZIP 33859
TEL 863 956-6207	PAYMENT METHOD ☐ CASH ☒ CREDIT ☐ CHECK	
NEW WORK ☒	SERVICE CALL	REPAIR
WARRANTY 1 year	OTHER	

☒ PROPOSAL	☐ INVOICE	☐ SERVICE	☐ SALES
DATE OF ORDER		STARTING DATE	
ORDER TAKEN BY L.B.H.S.W. INC			
JOB LOCATION			
CONTACT NAME & PHONE Mr. Matt		DATE JOB DONE	

1	4" Submersible 4" Motor 3.0 HP Franklin, 230 volts - Single Phase
1	4" Liquid end pump, 3.0 HP, 45 g.p.m.
up to 100'	well drops pipes and galvanized + couplings.
1	Brass check Valve Heavy duty Simmons.
100'	10-4 AWG Submersible electrical wire, 230 volts.
1	4" well seal by Simmons.
1	Pressure switch 40-60 psi 230 volts.
✓	Pre couplings and fittings.
1	4 wires electrical splice for 230 volts.
1	3.0 HP Control box, with reset buttons - 230 volts.

All work shall be completed in a professional manner according to the highest standards and water quality improvement industry "Code of ethics" any additions or over rates will be subject to customer authorization and approval prior to execution. A deposit may be required upon proposal acceptance balance due upon completion. G.B.H.W. warrants its material in conjunction with the manufacture stated warranty. We don't do electrical parts & 2 years on well motor contact lens & 7 years on the tank. G.B.H.W. warrants its installation to be free from workmanship errors for a period of 1 month. Equipment failure due to accident, lack of maintenance, misuse or natural disasters are not covered. Exterior electrical installation & permitting shall be the responsibility of the homeowner. G.B.H.W. shall not be liable for any loss, accidents or injuries caused as a result of the service performed by G.B.H.W. is not responsible for damages due to natural phenomena or homeowner neglect. G.B.H.W. requires a 20% down payment upfront of the total cost. \$275.00 service charge will be assessed for any returned checks for any reason. Payment will be made as outlined above we understand that G.B.H.W. own the property sold to (Client) and paid in full. I authorized G.B.H.W. to take possession of the same if not paid in full according to Florida Law of non payment for services. All accounts not paid will also be assigned to repo and collection. All expenses including attorney and court fees will be paid by delinquent homeowner and or company. G.B.H.W. is NOT RESPONSIBLE FOR ANY DAMAGES TO THE LAND AND/OR DRIVEWAY CAUSE BY ANY TRUCKS.

Customer Acknowledgment

Date

Materials & Installation	\$5,700.	00
TAX	\$399.	00
TOTAL	\$6,099	00
DEPOSIT		
BALANCE		

WORK COMPLETED BY:

DATE:

SIGNATURE:

Edward J. Corcoran Sept 15, 2025

Thank You

SECTION 3



100 Kid Ellis Rd
Mulberry FL 33860
(863) 425-6826, (863) 425-9620
Mlsmith@nucopump.com

Estimate

ESTIMATE #	1076470872
DATE	10/10/2025

CUSTOMER
Lake Ashton CDD Matt Fisher 4141 Ashton Club Dr Lake Wales, Florida, 33859 (863) 956-6207 mfisher@lakeashtoncdd.com

SERVICE LOCATION
Lake Ashton CDD 4141 Ashton Club Dr Lake Wales, Florida, 33859 (863) 956-6207 mfisher@lakeashtoncdd.com

DESCRIPTION	Looking for an estimate to upgrade well
-------------	---

Estimate	
Description	Tax
3HP Grundfos 230v 1PH Motor	\$0.00
3HP Grundfos 45GPM SS Pump	\$0.00
12/3 Flat Jacket	\$0.00
3 HP Standard Control Box	\$0.00
40/60 Pressure Switch w/ Lever. FSG2 M1	\$0.00
2" Galv T&C Pipe	\$0.00
Credit Card Convenience Fee	

CUSTOMER MESSAGE

Estimate Total: **\$4,648.49**

Nuco has carefully considered your water well needs and is confident that this well design is sufficient. Therefore, you can consider this bid fixed and lump sum. Nuco's pricing structure is fixed so our customers are not surprised by additional charges upon completion like others may do. We're happy to discuss any adjustments or further details with you. Please let us know if you have any questions or if you're ready to move forward with this project.

Please disregard the credit card convenience fee if you plan to pay via Check or Cash.

PRICE QUOTED IS VALID FOR 30 DAYS FROM THE DATE OF THIS ESTIMATE.

SECTION 3

SECTION (a)

SERVICES AGREEMENT

PROPERTY NAME: **Lake Ashton CDD**

CUSTOMER NAME: **Lake Ashton CDD**

SERVICE DESCRIPTION: **Quarterly Maintenance of eleven (11) wetlands, including E Conservation Area, Flyover, and Utility Easement**

EFFECTIVE DATE: **January 1, 2026 through December 31, 2026**

SUBMITTED TO: Matthew Fisher

SUBMITTED BY: Raeanne King

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same



terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available



in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be



resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.



21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lake Ashton CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the wetlands one time per quarter.

ANNUAL POND MANAGEMENT SERVICES

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Vegetated buffers
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.



Trash Removal:

1. Trash will be removed from the pond(s) and disposed of offsite. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Preserve Maintenance:

1. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
2. All Species will be killed in place with an approved herbicide,
3. This proposal does not include debris removal or disposal.

Buffer Management:

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$17,800.00**

Invoice Amount: **\$4,450.00**

Invoice Frequency: **Quarterly**



SECTION (b)

SERVICES AGREEMENT

PROPERTY NAME: **Lake Ashton CDD**

CUSTOMER NAME: **Lake Ashton CDD**

SERVICE DESCRIPTION: **Semi-Annual Maintenance of one (1) Conservation Area**

EFFECTIVE DATE: **January 1, 2026 through December 31, 2026**

SUBMITTED TO: Matthew Fisher

SUBMITTED BY: Raeanne King

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.

4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to



herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality



restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules").



Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lake Ashton CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Conservation Area two times per year.

ANNUAL POND MANAGEMENT SERVICES

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Vegetated buffers
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.



Trash Removal:

1. Trash will be removed from the pond(s) and disposed of offsite. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Buffer Management:

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$8,400.00**

Invoice Amount: **\$4,200.00**

Invoice Frequency: **Semi-Annually**



SECTION (c)

SERVICES AGREEMENT

PROPERTY NAME: **Lake Ashton CDD**

CUSTOMER NAME: **Lake Ashton CDD**

SERVICE DESCRIPTION: **Annual Maintenance of thirty-five (35) ponds, one (1) littoral shelf, and two (2) canals**

EFFECTIVE DATE: **January 1, 2026 through December 31, 2026**

SUBMITTED TO: Matthew Fisher

SUBMITTED BY: Raeanne King

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term



(each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after



disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"),



under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lake Ashton CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Ponds, littoral shelf, and canals three (3) times per month.

ANNUAL POND MANAGEMENT SERVICES

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.



Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as-needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash will be removed from the pond(s) and disposed of offsite. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.



General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$56,040.00**

Invoice Amount: **\$4,670.00**

Invoice Frequency: **Monthly**



SECTION 4

SECTION (a)

Yellowstone Site Visit Report: 10/08/25

Task	Remarks (Including Specific Areas for improvement)	
Mowing	Good	Mow with the chute pointed away from the ponds.
	Fair	Blow off clippings after mowing each area at a time.
	Poor	When approaching sandy areas around pond disengage blades.
Edging (Roadside and plant beds)	Good	Edging along the road and sidewalks are maintained well.
	Fair	Make sure to edge the plant beds completely.
	Poor	No Round Up to edge beds.
String Trimming Common Areas	Good	Nothing to report.
	Fair	
	Poor	
Weed Control Turf/Beds	Good	Weeds in the beds northeast side of the Clubhouse under the Ligustrum trees.
	Fair	
	Poor	
Shrubs/Ground Cover Care	Good	Fire Bush at the entrance needs to be kept trimmed lower. Around 2 ft high.
	Fair	Aberdeen- dead shrubs need to be removed along fence line.
	Poor	Perennials at the entrance are being replaced at no cost from Yellowstone.

Tree Care	Good	Need to schedule lifting the Oak trees in the west parking lot.
	Fair	
	Poor	
Litter and Debris	Good	Please pick up all trash when blowing off the property in the AM.
	Fair	
	Poor	
Pond Bank String Trimming	Good	String trim the correct direction around ponds. This will help keep grass clippings out of the ponds.
	Fair	
	Poor	

NOTES

Touch up river rock needed in several beds. Staff will order and have delivered.

Wood chip (mulch) under shrubs along Aberdeen fence. This will keep the sandy soil from blowing into residents' patios.

Ivy on the columns needs to be pruned Gate House Heading west.

St. Augustine Sod needs replacing north side of the Tennis Ct.

Replaced Green Ginger on the south side of Ballroom with yellow Ixora.



SECTION 5

SECTION (a)

Applied Aquatic Site Visit Pond Checklist: 10/13/25

POND	APPERANCE	ALGAE	COMMENTS
E1	Fair	Yes	Algae along buffer treated
E2	Fair	Yes	Algae treated
E3	Fair	Yes	Algae treated
E4	Fair	Yes	Algae south side of pond treated
E5	Fair	Yes	Grasses continue to be treated
E6	Fair	No	Hydrilla is being treated
E7	Fair		Eelgrass being treated
E8	Fair	Yes	Grasses being treated
E9	Fair		Grass continues to be treated
E10	Fair		Vegetation being treated east side of pond
E11	Good		Nothing to report
E12	Good		Nothing to report
E13	Fair	Yes	Planktonic algae being treated
E14	Good		No algae present
GC1	Good		Pond is in good condition
GC2	Good		Pond is in good condition
GC3	Fair		Lotus lilies have all been eliminated
GC4	Good		Nothing to report. Pond looks great
GC5	Fair		Eelgrass being treated
GC6	Good	Yes	Algae being treated
GC7	Fair	Yes	Algae present near bridge (southern end)
GC8	Fair	Yes	Eelgrass and minor algae along edge of pond
GC9	Fair		Minor algae being treated
GC10	Good		Torpedo grass being treated
GC11	Fair		Minor algae present. Being treated
GC12	Good	Yes	Minor algae present. Being treated
GC13	Good		Pond is in good condition
GC14	Good		Pond is in good condition
GC15	Good		Torpedo grass and Eelgrass being treated
GC16	Good		Eelgrass present. Being treated
GC17	Good		Pond is in good condition
GC18	Good		Minor Eelgrass around the edges. Being treated
GC19	Fair		Eelgrass treated

GC20	Good		Pond is in good condition
GC21	Good		Torpedo grass is being treated

LACDD GOLF COURSE PONDS



LACDD PONDS



SECTION IX

SECTION A

Lake Ashton
Community Development District
Combined Balance Sheet
September 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 52,002	\$ -	\$ -	\$ 52,002
Capital Reserve Account	\$ -	\$ -	\$ 22,623	\$ 22,623
Lease Receivable	\$ 39,095	\$ -	\$ -	\$ 39,095
Due from Capital Projects	\$ 3,950			\$ 3,950
Due from Debt Service Fund	\$ 8,914	\$ -	\$ -	\$ 8,914
<u>Investments:</u>				
Investment Pool - State Board of Administration	\$ 149,895	\$ -	\$ 861,535	\$ 1,011,430
<u>Series 2015</u>				
Reserve	\$ -	\$ 183,875	\$ -	\$ 183,875
Revenue	\$ -	\$ 113,784	\$ -	\$ 113,784
Prepayment 2015-1	\$ -	\$ 66,483	\$ -	\$ 66,483
Prepayment 2015-2	\$ -	\$ 8,832	\$ -	\$ 8,832
Total Assets	\$ 253,856	\$ 372,974	\$ 884,158	\$ 1,510,989
Liabilities:				
Accounts Payable	\$ 105,472	\$ -	\$ 4,356	\$ 109,828
Deferred Revenue	\$ 7,818	\$ -	\$ -	\$ 7,818
Due to General Fund	\$ -	\$ 8,914	\$ 3,950	\$ 12,864
Deposits Ballroom Rentals	\$ 6,425	\$ -	\$ -	\$ 6,425
Deposits-Restaurant	\$ 5,000	\$ -	\$ -	\$ 5,000
Deferred Revenue-Leases	\$ 30,988	\$ -	\$ -	\$ 30,988
Total Liabilities	\$ 155,703	\$ 8,914	\$ 8,306	\$ 172,924
Fund Balance:				
Restricted for:				
Debt Service - Series 2015	\$ -	\$ 364,060	\$ -	\$ 364,060
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 875,852	\$ 875,852
Unassigned	\$ 98,153	\$ -	\$ -	\$ 98,153
Total Fund Balances	\$ 98,153	\$ 364,060	\$ 875,852	\$ 1,338,065
Total Liabilities & Fund Balance	\$ 253,856	\$ 372,974	\$ 884,158	\$ 1,510,989

SECTION B

Lake Ashton
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Revenues</u>				
Interest	\$ 500	\$ 500	\$ 33,812	\$ 33,312
Total Revenues	\$ 500	\$ 500	\$ 33,812	\$ 33,312
<u>Expenditures:</u>				
Capital Projects	\$ 312,319	\$ 312,319	\$ -	\$ 312,319
Pavement/Curb Repairs	\$ -	\$ -	\$ 6,400	\$ (6,400)
Restaurant Equipment	\$ -	\$ -	\$ 20,960	\$ (20,960)
Permanent Roofline Lighting	\$ -	\$ -	\$ 28,902	\$ (28,902)
Clubhouse Painting	\$ -	\$ -	\$ 35,185	\$ (35,185)
Seamless Gutters	\$ -	\$ -	\$ 16,400	\$ (16,400)
AED Kits	\$ -	\$ -	\$ 4,232	\$ (4,232)
Tennis Court Resurface	\$ -	\$ -	\$ 16,685	\$ (16,685)
Shoreline Restoration	\$ -	\$ -	\$ 38,513	\$ (38,513)
Ballroom Refurbishment	\$ -	\$ -	\$ 36,287	\$ (36,287)
Street Sign Replacement	\$ -	\$ -	\$ 5,545	\$ (5,545)
Stormwater Repairs	\$ -	\$ -	\$ 40,299	\$ (40,299)
Guardhouse Roof Replacement	\$ -	\$ -	\$ 5,330	\$ (5,330)
Projector Screen Replacement	\$ -	\$ -	\$ 5,500	\$ (5,500)
Shuffleboard Court Roof Replacement	\$ -	\$ -	\$ 10,630	\$ (10,630)
Golf Course Bridge	\$ -	\$ -	\$ 13,500	\$ (13,500)
Contingencies	\$ 223,150	\$ 223,150	\$ 30,934	\$ 192,216
Other Current Charges	\$ 650	\$ 650	\$ 192	\$ 459
Total Expenditures	\$ 536,119	\$ 536,119	\$ 315,493	\$ 220,626
Excess (Deficiency) of Revenues over Expenditures	\$ (535,619)		\$ (281,681)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 496,380	\$ 496,380	\$ 496,380	\$ -
Total Other Financing Sources (Uses)	\$ 496,380	\$ 496,380	\$ 496,380	\$ -
Net Change in Fund Balance	\$ (39,239)		\$ 214,699	
Fund Balance - Beginning	\$ 401,082		\$ 661,153	
Fund Balance - Ending	\$ 361,843		\$ 875,852	

SECTION C

Lake Ashton
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues:				
Special Assessments - Levy	\$ 2,336,611	\$ 2,336,611	\$ 2,349,327	\$ 12,717
Rental Income	\$ 40,000	\$ 40,000	\$ 31,900	\$ (8,100)
Entertainment Fees	\$ 165,000	\$ 165,000	\$ 154,842	\$ (10,158)
Newsletter Ad Revenue	\$ 95,000	\$ 95,000	\$ 97,634	\$ 2,634
Interest Income	\$ 8,000	\$ 8,000	\$ 24,895	\$ 16,895
Restaurant Lease Income	\$ 19,600	\$ 19,600	\$ 10,792	\$ (8,809)
Sponsorship - Advent Health	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
Miscellaneous Income	\$ 9,000	\$ 9,000	\$ 15,950	\$ 6,950
Security Credentials	\$ -	\$ -	\$ 6,180	\$ 6,180
Miscellaneous Income-Reimbursed Repairs	\$ -	\$ -	\$ 11,470	\$ 11,470
Miscellaneous Income-Insurance Proceeds	\$ -	\$ -	\$ 4,769	\$ 4,769
Total Revenues	\$ 2,681,211	\$ 2,681,211	\$ 2,715,760	\$ 34,549
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 6,750	\$ 5,250
FICA Expense	\$ 918	\$ 918	\$ 516	\$ 402
Engineering	\$ 50,000	\$ 50,000	\$ 77,355	\$ (27,355)
Arbitrage	\$ 600	\$ 600	\$ 600	\$ -
Dissemination	\$ 1,575	\$ 1,575	\$ 2,425	\$ (850)
Attorney	\$ 45,000	\$ 45,000	\$ 42,582	\$ 2,418
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,930	\$ 70
Trustee Fees	\$ 4,310	\$ 4,310	\$ 4,310	\$ -
Management Fees	\$ 69,731	\$ 69,731	\$ 69,731	\$ (0)
Management Fees-Beyond Contract	\$ 525	\$ 525	\$ 500	\$ 25
Accounting System Software	\$ 1,000	\$ 1,000	\$ 1,000	\$ 0
Postage	\$ 3,500	\$ 3,500	\$ 2,724	\$ 776
Printing & Binding	\$ 500	\$ 500	\$ 121	\$ 379
Newsletter Printing	\$ 55,000	\$ 55,000	\$ 55,074	\$ (74)
Marketing	\$ 3,000	\$ 3,000	\$ 554	\$ 2,446
Rentals & Leases	\$ 4,000	\$ 4,000	\$ 1,858	\$ 2,142
Insurance	\$ 90,034	\$ 90,034	\$ 83,239	\$ 6,795
Legal Advertising	\$ 1,500	\$ 1,500	\$ 1,073	\$ 427
Other Current Charges	\$ 750	\$ 750	\$ 484	\$ 266
Property Taxes	\$ 13,500	\$ 13,500	\$ -	\$ 13,500
Office Supplies	\$ 300	\$ 300	\$ 29	\$ 271
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 361,918	\$ 361,918	\$ 355,029	\$ 6,889

Lake Ashton
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management Services	\$ 521,549	\$ 521,549	\$ 521,549	\$ (0)
Gate/Patrol/Pool Officers	\$ 372,436	\$ 372,436	\$ 365,342	\$ 7,094
Security/Fire Alarm/Gate Repairs	\$ 9,500	\$ 9,500	\$ 5,669	\$ 3,831
Access Control System	\$ 60,362	\$ 60,362	\$ 67,155	\$ (6,793)
Security Credentials	\$ -	\$ -	\$ 140	\$ (140)
Pest Control	\$ 4,690	\$ 4,690	\$ 4,330	\$ 360
Telephone/Internet	\$ 8,000	\$ 8,000	\$ 7,115	\$ 885
Electric	\$ 240,000	\$ 240,000	\$ 251,360	\$ (11,360)
Water	\$ 16,000	\$ 16,000	\$ 11,419	\$ 4,581
Gas-Pool	\$ 25,000	\$ 25,000	\$ 2,426	\$ 22,574
Refuse	\$ 8,000	\$ 8,000	\$ 7,758	\$ 242
Repairs and Maintenance-Clubhouse	\$ 85,600	\$ 85,600	\$ 79,187	\$ 6,413
Repairs and Maintenance-Fitness Center	\$ 3,000	\$ 3,000	\$ 2,073	\$ 927
Repairs and Maintenance-Bowling Lanes	\$ 17,000	\$ 17,000	\$ 21,617	\$ (4,617)
Repairs and Maintenance-Restaurant	\$ 6,000	\$ 6,000	\$ 6,780	\$ (780)
Furniture, Fixtures, Equipment	\$ 10,000	\$ 10,000	\$ 5,234	\$ 4,766
Repairs and Maintenance-Pool	\$ 15,000	\$ 15,000	\$ 34,707	\$ (19,707)
Repairs and Maintenance-Golf Cart	\$ 5,400	\$ 5,400	\$ 6,502	\$ (1,102)
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ 1,280	\$ (1,280)
Landscape Maintenance-Contract	\$ 194,520	\$ 194,520	\$ 194,663	\$ (143)
Landscape Maintenance-Improvements	\$ 15,000	\$ 15,000	\$ 11,222	\$ 3,778
Irrigation Repairs	\$ 8,500	\$ 8,500	\$ 2,566	\$ 5,934
Lake Maintenance-Contract	\$ 55,237	\$ 55,237	\$ 50,633	\$ 4,604
Lake Maintenance-Other	\$ 2,000	\$ 2,000	\$ 1,360	\$ 640
Wetland/Mitigation Maintenance	\$ 46,698	\$ 46,698	\$ 36,691	\$ 10,007
Permits/Inspections	\$ 3,000	\$ 3,000	\$ 495	\$ 2,505
Office Supplies/Printing/Binding	\$ 5,000	\$ 5,000	\$ 3,282	\$ 1,718
Credit Card Processing Fees	\$ 7,500	\$ 7,500	\$ 2,559	\$ 4,941
Dues & Subscriptions	\$ 9,500	\$ 9,500	\$ 12,827	\$ (3,327)
Decorations	\$ 2,000	\$ 2,000	\$ 565	\$ 1,435
Special Events	\$ 165,000	\$ 165,000	\$ 120,215	\$ 44,785
Storm Damage	\$ -	\$ -	\$ 12,136	\$ (12,136)
Total Operations & Maintenance	\$ 1,921,492	\$ 1,921,492	\$ 1,850,856	\$ 70,635
Total Expenditures	\$ 2,283,409	\$ 2,283,409	\$ 2,205,885	\$ 77,524
Excess (Deficiency) of Revenues over Expenditures	\$ 397,801		\$ 509,874	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (496,380)	\$ (496,380)	\$ (496,380)	\$ -
Total Other Financing Sources/(Uses)	\$ (496,380)	\$ (496,380)	\$ (496,380)	\$ -
Net Change in Fund Balance	\$ (98,579)		\$ 13,494	
Fund Balance - Beginning	\$ 98,579		\$ 84,659	
Fund Balance - Ending	\$ 0		\$ 98,153	

Lake Ashton

Community Development District

Debt Service Fund Series 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 416,871	\$ 416,871	\$ 395,208	\$ (21,663)
Assessments - PPMT 2015-1	\$ -	\$ -	\$ 75,945	\$ 75,945
Assessments - PPMT 2015-2	\$ -	\$ -	\$ 12,208	\$ 12,208
Interest Income	\$ 500	\$ 500	\$ 16,982	\$ 16,482
Total Revenues	\$ 417,371	\$ 417,371	\$ 500,341	\$ 82,971
Expenditures:				
Series 2015-1				
Interest - 11/01	\$ 55,625	\$ 55,625	\$ 55,625	\$ -
Interest - 05/01	\$ 55,625	\$ 55,625	\$ 53,125	\$ 2,500
Principal - 05/01	\$ 230,000	\$ 230,000	\$ 220,000	\$ 10,000
Special Call - 11/01	\$ 50,000	\$ 50,000	\$ 100,000	\$ (50,000)
Special Call - 05/01	\$ -	\$ -	\$ 70,000	\$ (70,000)
Series 2015-2				
Interest - 11/01	\$ 10,000	\$ 10,000	\$ 9,875	\$ 125
Interest - 05/01	\$ 10,000	\$ 10,000	\$ 9,875	\$ 125
Principal - 05/01	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 15,000	\$ (15,000)
Total Expenditures	\$ 431,250	\$ 431,250	\$ 553,500	\$ (122,250)
Excess (Deficiency) of Revenues over Expenditures	\$ (13,879)		\$ (53,159)	
Net Change in Fund Balance	\$ (13,879)		\$ (53,159)	
Fund Balance - Beginning	\$ 128,342		\$ 417,219	
Fund Balance - Ending	\$ 114,463		\$ 364,060	

Lake Ashton
Community Development District
Month to Month
FY 2025

	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
Revenues:													
Special Assessments - Levy	\$ -	\$ 583,990	\$ 1,550,227	\$ 66,257	\$ 61,390	\$ 21,947	\$ 35,608	\$ 10,146	\$ 19,628	\$ 38	\$ -	\$ 96	\$ 2,349,327
Rental Income	\$ 6,000	\$ 1,400	\$ 4,650	\$ 4,250	\$ 1,250	\$ 3,800	\$ 3,150	\$ 4,250	\$ 1,750	\$ -	\$ -	\$ 1,400	\$ 31,900
Entertainment Fees	\$ 10,819	\$ 15,765	\$ 3,559	\$ 12,264	\$ 12,633	\$ 5,139	\$ 85,973	\$ 2,534	\$ 20	\$ 1,249	\$ 48	\$ 4,840	\$ 154,842
Newsletter Ad Revenue	\$ 12,812	\$ 9,416	\$ 11,042	\$ 20,448	\$ 11,431	\$ 6,721	\$ 8,682	\$ -	\$ 4,809	\$ 6,254	\$ 5,622	\$ 400	\$ 97,634
Interest Income	\$ 84	\$ 0	\$ 194	\$ 3,568	\$ 3,703	\$ 3,776	\$ 3,359	\$ 3,101	\$ 2,682	\$ 2,170	\$ 1,537	\$ 719	\$ 24,895
Restaurant Lease Income	\$ 1,221	\$ 1,221	\$ 1,221	\$ 1,221	\$ 1,000	\$ 1,293	\$ 146	\$ 646	\$ -	\$ 1,443	\$ -	\$ 1,378	\$ 10,792
Sponsorship	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Miscellaneous Income	\$ 1,621	\$ 223	\$ 910	\$ 1,675	\$ 2,063	\$ 1,131	\$ 1,361	\$ 1,472	\$ 492	\$ 2,373	\$ 1,148	\$ 1,483	\$ 15,950
Security Credentials	\$ 90	\$ 510	\$ 390	\$ 1,360	\$ 920	\$ 470	\$ 600	\$ 570	\$ 380	\$ 570	\$ 320	\$ -	\$ 6,180
Miscellaneous Income-Reimbursed Repairs	\$ 350	\$ 2,310	\$ -	\$ -	\$ 2,310	\$ 770	\$ 1,640	\$ 870	\$ 100	\$ 870	\$ 100	\$ 2,150	\$ 11,470
Miscellaneous Income-Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,769	\$ -	\$ -	\$ -	\$ -	\$ 4,769
Total Revenues	\$ 32,997	\$ 614,836	\$ 1,572,193	\$ 119,043	\$ 96,700	\$ 45,046	\$ 140,519	\$ 28,359	\$ 29,860	\$ 14,966	\$ 8,774	\$ 12,466	\$ 2,715,760
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ 450	\$ 450	\$ 450	\$ 900	\$ 900	\$ 450	\$ 900	\$ 450	\$ 450	\$ 900	\$ 450	\$ 6,750
FICA Expense	\$ -	\$ 34	\$ 34	\$ 34	\$ 69	\$ 69	\$ 34	\$ 69	\$ 34	\$ 34	\$ 69	\$ 34	\$ 516
Engineering	\$ 4,069	\$ 5,993	\$ 7,008	\$ 3,084	\$ 8,713	\$ 11,457	\$ 4,320	\$ 7,315	\$ 5,483	\$ 9,599	\$ 5,088	\$ 5,227	\$ 77,355
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ 600
Dissemination	\$ 131	\$ 631	\$ 131	\$ 131	\$ 131	\$ 131	\$ 481	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 2,425
Attorney	\$ 175	\$ 3,166	\$ 3,923	\$ 3,327	\$ 3,916	\$ 3,505	\$ 4,640	\$ 4,522	\$ 4,053	\$ 2,670	\$ 5,185	\$ 3,500	\$ 42,582
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,930	\$ -	\$ -	\$ 3,930
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,310	\$ -	\$ -	\$ 4,310
Management Fees	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 5,811	\$ 69,731
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Accounting System Software	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 1,000
Postage	\$ 80	\$ 274	\$ 146	\$ 1,050	\$ 32	\$ 141	\$ 6	\$ 196	\$ 322	\$ 368	\$ 7	\$ 103	\$ 2,724
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17	\$ -	\$ -	\$ -	\$ 103	\$ 1	\$ -	\$ 121
Newsletter Printing	\$ 4,405	\$ 4,945	\$ 4,545	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 4,631	\$ 4,257	\$ 3,817	\$ 3,817	\$ 4,257	\$ 55,074
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160	\$ -	\$ -	\$ 394	\$ 554
Rentals & Leases	\$ 290	\$ -	\$ 145	\$ 145	\$ 264	\$ 145	\$ 145	\$ -	\$ 145	\$ 145	\$ 145	\$ 290	\$ 1,858
Insurance	\$ 83,239	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,239
Legal Advertising	\$ -	\$ -	\$ 93	\$ 45	\$ -	\$ -	\$ 111	\$ 93	\$ 87	\$ -	\$ 197	\$ 447	\$ 1,073
Other Current Charges	\$ -	\$ 130	\$ 72	\$ (72)	\$ -	\$ 19	\$ 45	\$ -	\$ -	\$ 106	\$ 89	\$ 95	\$ 484
Office Supplies	\$ 3	\$ -	\$ 3	\$ 3	\$ 3	\$ 4	\$ -	\$ 3	\$ 4	\$ 3	\$ 3	\$ 4	\$ 29
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 98,460	\$ 21,517	\$ 22,443	\$ 19,191	\$ 25,023	\$ 27,381	\$ 21,727	\$ 23,752	\$ 21,020	\$ 32,160	\$ 21,526	\$ 20,828	\$ 355,029

Lake Ashton
Community Development District
Month to Month
FY 2025

	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management Services	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 43,462	\$ 521,549
Gate/Patrol/Pool Officers	\$ 29,430	\$ 28,632	\$ 30,538	\$ 31,087	\$ 27,833	\$ 30,987	\$ 30,963	\$ 30,963	\$ 30,860	\$ 31,638	\$ 31,874	\$ 30,537	\$ 365,342
Gate/Patrol/Pool Officers-Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security/Fire Alarm/Gate Repairs	\$ -	\$ 195	\$ 823	\$ -	\$ 213	\$ -	\$ 600	\$ 612	\$ 213	\$ 905	\$ 1,769	\$ 340	\$ 5,669
Access Control System	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,630	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 67,155
Security Credentials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113	\$ -	\$ -	\$ 27	\$ -	\$ -	\$ 140
Pest Control	\$ 395	\$ 250	\$ 250	\$ 395	\$ 250	\$ 250	\$ 250	\$ 395	\$ 250	\$ 395	\$ 250	\$ 1,000	\$ 4,330
Telephone/Internet	\$ 665	\$ 515	\$ 650	\$ 580	\$ 539	\$ 539	\$ 549	\$ 1,029	\$ 69	\$ 880	\$ 618	\$ 480	\$ 7,115
Electric	\$ 21,115	\$ 19,529	\$ 19,205	\$ 19,271	\$ 20,602	\$ 19,701	\$ 20,320	\$ 21,082	\$ 21,686	\$ 22,416	\$ 22,000	\$ 24,433	\$ 251,360
Water	\$ 2,452	\$ 1,380	\$ 965	\$ 965	\$ 883	\$ -	\$ -	\$ 1,789	\$ 2,967	\$ -	\$ -	\$ 18	\$ 11,419
Gas-Pool	\$ 1,839	\$ 419	\$ 168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,426
Refuse	\$ 518	\$ 559	\$ 628	\$ 465	\$ 748	\$ 629	\$ 1,043	\$ 814	\$ 563	\$ 563	\$ 614	\$ 615	\$ 7,758
Repairs and Maintenance-Clubhouse	\$ 4,374	\$ 5,062	\$ 2,409	\$ 10,414	\$ 8,175	\$ 5,329	\$ 1,126	\$ 4,821	\$ 7,377	\$ 14,198	\$ 7,709	\$ 8,192	\$ 79,187
Repairs and Maintenance-Fitness Center	\$ 438	\$ 220	\$ -	\$ -	\$ 220	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ 999	\$ 20	\$ 2,073
Repairs and Maintenance-Bowling Lanes	\$ 600	\$ 850	\$ 500	\$ 1,716	\$ 1,429	\$ 784	\$ 3,439	\$ 1,025	\$ 4,700	\$ 1,477	\$ 1,098	\$ 4,001	\$ 21,617
Repairs and Maintenance-Restaurant	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ 1,770	\$ 3,810	\$ -	\$ -	\$ -	\$ -	\$ 6,780
Furniture, Fixtures, Equipment	\$ 60	\$ -	\$ 1,689	\$ 830	\$ 466	\$ -	\$ 874	\$ 602	\$ 428	\$ -	\$ -	\$ 286	\$ 5,234
Repairs and Maintenance-Pool	\$ 5,633	\$ 626	\$ 702	\$ 9,239	\$ 2,211	\$ 2,421	\$ 3,093	\$ 919	\$ 2,357	\$ 1,239	\$ 3,476	\$ 2,792	\$ 34,707
Repairs and Maintenance-Golf Cart	\$ 1,061	\$ 173	\$ 1,403	\$ 665	\$ 345	\$ 345	\$ 345	\$ 615	\$ 345	\$ 345	\$ 345	\$ 514	\$ 6,502
Repairs and Maintenance-Reimbursed	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ 905	\$ -	\$ 1,280
Landscape Maintenance-Contract	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,353	\$ 16,210	\$ 16,210	\$ 16,210	\$ 194,663
Landscape Maintenance-Improvements	\$ 1,827	\$ 1,950	\$ 1,999	\$ 745	\$ -	\$ -	\$ -	\$ -	\$ 624	\$ 1,931	\$ 650	\$ 1,495	\$ 11,222
Irrigation Repairs	\$ 748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,819	\$ -	\$ -	\$ -	\$ 2,566
Lake Maintenance-Contract	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ 4,603	\$ -	\$ 50,633
Lake Maintenance-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,030	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360
Wetland/Mitigation Maintenance	\$ -	\$ -	\$ -	\$ 13,341	\$ 10,009	\$ -	\$ -	\$ -	\$ 13,341	\$ -	\$ -	\$ -	\$ 36,691
Permits/Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420	\$ -	\$ -	\$ -	\$ 75	\$ 495
Office Supplies/Printing/Binding	\$ 119	\$ 214	\$ 451	\$ 320	\$ 144	\$ 644	\$ 66	\$ 23	\$ 691	\$ 76	\$ -	\$ 536	\$ 3,282
Credit Card Processing Fees	\$ 283	\$ 34	\$ 260	\$ 162	\$ 438	\$ 299	\$ 333	\$ 154	\$ 175	\$ 112	\$ 176	\$ 133	\$ 2,559
Dues & Subscriptions	\$ 52	\$ 4,377	\$ 246	\$ 1,659	\$ 392	\$ 1,086	\$ -	\$ 45	\$ 4,589	\$ 48	\$ -	\$ 333	\$ 12,827
Decorations	\$ -	\$ -	\$ 146	\$ (57)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 476	\$ 565
Special Events	\$ 22,960	\$ 4,085	\$ 22,136	\$ 11,811	\$ 51,689	\$ (1,084)	\$ 554	\$ 2,789	\$ 3,771	\$ 329	\$ 639	\$ 535	\$ 120,215
Storm Damage	\$ 3,138	\$ 5,697	\$ 510	\$ 2,300	\$ -	\$ -	\$ -	\$ 490	\$ -	\$ -	\$ -	\$ -	\$ 12,136
Total Operations & Maintenance	\$ 167,701	\$ 144,635	\$ 155,546	\$ 177,013	\$ 196,454	\$ 133,002	\$ 135,887	\$ 142,266	\$ 166,835	\$ 146,451	\$ 142,992	\$ 142,076	\$ 1,850,856
Total Expenditures	\$ 266,161	\$ 166,152	\$ 177,989	\$ 196,204	\$ 221,476	\$ 160,384	\$ 157,614	\$ 166,019	\$ 187,855	\$ 178,611	\$ 164,518	\$ 162,904	\$ 2,205,885
Excess (Deficiency) of Revenues over Expenditures	\$ (233,163)	\$ 448,684	\$ 1,394,204	\$ (77,161)	\$ (124,777)	\$ (115,338)	\$ (17,095)	\$ (137,660)	\$ (157,994)	\$ (163,645)	\$ (155,744)	\$ (150,437)	\$ 509,874
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ (496,380)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (496,380)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ (496,380)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (496,380)
Net Change in Fund Balance	\$ (233,163)	\$ 448,684	\$ 1,394,204	\$ (573,541)	\$ (124,777)	\$ (115,338)	\$ (17,095)	\$ (137,660)	\$ (157,994)	\$ (163,645)	\$ (155,744)	\$ (150,437)	\$ 13,494

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Long Term Debt Report FY 2025

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,225,000.00
Reserve Fund Definition Requirement	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$198,375.00	
Reserve Fund Balance	\$198,375.00	
Bonds outstanding - 9/30/2024		\$2,225,000.00
	November 1, 2024 (Special Call)	(\$100,000.00)
	May 1, 2025 (Mandatory)	(\$220,000.00)
	May 1, 2025 (Special Call)	(\$70,000.00)
Current Bonds Outstanding		\$1,835,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$15,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$380,000.00
Bonds outstanding - 9/30/2024		\$395,000.00
	November 1, 2024 (Special Call)	(\$15,000.00)
	May 1, 2025 (Mandatory)	(\$20,000.00)
Current Bonds Outstanding		\$360,000.00

Total Current Bonds Outstanding		\$2,195,000.00
--	--	-----------------------

SECTION D

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

October 20, 2025

Date	Check Numbers	Amount
<u>General Fund</u>		
09/10/25	9867-9881	\$99,791.43
09/17/25	9882-9888	\$35,079.54
10/03/25	9889-9905	\$125,660.22
10/10/25	9906-9908	\$48,379.17
10/13/25	9909-9914	\$3,724.29
General Fund Total		\$312,634.65
<u>Capital Projects Fund</u>		
09/10/25	437	\$6,000.00
09/17/25	438-439	\$9,130.16
10/03/25	440	\$4,356.00
Capital Projects Fund Total		\$19,486.16

AP300R
*** CHECK NOS. 009867-050000

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

RUN 10/13/25

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CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/10/25	00695	8/21/25 16744750 SVCS 09/25	202509 320-57200-41000	CHARTER COMMUNICATIONS	*	479.89	479.89 009867
9/10/25	00741	9/02/25 31 AMENITY MGMT 09/25	202509 320-57200-34000	COMMUNITY ASSOCIATIONS AND	*	43,462.42	43,462.42 009868
9/10/25	00466	9/02/25 51183 LA TIMES 09/25	202509 310-51300-42501	CUSTOMTRADEPRINTING.COM	*	4,257.00	4,257.00 009869
9/10/25	00781	8/31/25 7300333 LEGAL AD #11430621	202508 310-51300-48000	GANNETT FLORIDA LOCALIQ	*	34.16	139.44 009870
		8/31/25 7300333 LEGAL AD #11528028	202508 310-51300-48000		*	105.28	
9/10/25	00816	9/03/25 01 2025 CONTRACTOR FEE 09/25	202509 320-57200-54501	GRIFFIN GUIDANCE	*	750.00	750.00 009871
9/10/25	00504	8/29/25 106956 SVCS 08/25	202508 320-57200-54500	KINCAID ELECTRICAL SERVICES	*	129.77	129.77 009872
9/10/25	00538	9/01/25 10179 SVCS 09/25	202509 320-57200-54506	PERFORMANCE GOLF CARTS	*	345.00	345.00 009873
9/10/25	00817	8/20/25 10129566 WATER MGMT 08/25	202508 320-57200-45300	POOLSURE	*	1,506.75	2,731.75 009874
		9/01/25 10129566 WATER MGMT 09/25	202509 320-57200-45300		*	1,225.00	
9/10/25	00631	9/01/25 RES19-16 SVCS 08/25	202508 310-51300-31100	RAYL ENGINEERING & SURVEYING, LLC	*	5,088.24	5,088.24 009875
9/10/25	00061	8/13/25 082025 SVCS 08/25	202508 320-57200-43000	TECO-ACH	*	22,983.15	22,983.15 009876
9/10/25	00108	6/11/25 33191 FLORATAM 06/25	202506 320-57200-46201		*	480.00	

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 009867-050000

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

RUN 10/13/25

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CHECK DATE	VEND#	INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		8/25/25 267479	202508 320-57200-46201		*	495.00	
		BAHIA SOD 08/25		TRAVIS RESMONDO SOD, INC.			975.00 009877
9/10/25 00780		9/01/25 56307326	202509 320-57200-54500		*	43.80	
		SUPPLIES 09/25		VESTIS			43.80 009878
9/10/25 00664		9/09/25 1928-082	202508 320-57200-52000		*	1,802.22	
		PURCHASES 08/25		WELLS FARGO-ACH			1,802.22 009879
9/10/25 00402		8/01/25 75807	202508 310-51300-48001		*	393.75	
		MEMBERSHIP		WINTER HAVEN CHAMBER OF COMMERCE			393.75 009880
9/10/25 00445		9/01/25 981981	202509 320-57200-46200		*	16,210.00	
		LANDSCAPE MAINT 09/25		YELLOWSTONE LANDSCAPE			16,210.00 009881
9/17/25 00215		9/01/25 480	202509 310-51300-34000		*	5,810.92	
		MGMT FEE 09/25			*	83.33	
		9/01/25 480	202509 310-51300-35100		*	131.25	
		INFO TECH 09/25			*	3.75	
		9/01/25 480	202509 310-51300-31300		*		
		DISSEMINATION AGENT SVCS			*		
		9/01/25 480	202509 310-51300-51000		*		
		OFFICE SUPPLIES 09/25		GMS-CENTRAL FLORIDA, LLC			6,029.25 009882
9/17/25 00504		9/11/25 106998	202509 320-57200-54500		*	125.00	
		SVCS 09/25		KINCAID ELECTRICAL SERVICES			125.00 009883
9/17/25 00164		9/15/25 144944	202508 310-51300-31500		*	5,185.31	
		SVCS 08/25		LATHAM, LUNA, EDEN & BEAUDINE, LLP			5,185.31 009884
9/17/25 00748		9/10/25 1895	202509 320-57200-54100		*	75.00	
		EXTINGUISHER INSPECT 9/25		RIDGE FIRE LLC			75.00 009885
9/17/25 00818		8/27/25 4045708	202508 320-57200-34500		*	169.84	
		SVCS 08/25 VIDEO		SECURITAS TECHNOLOGY			169.84 009886

LAKA LAKE ASHTON SHENNING

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CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/17/25	00061	9/12/25 092025 SVCS 09/25	202509 320-57200-43000	TECO-ACH	*	23,450.03	23,450.03 009887
9/17/25	00780	9/08/25 56307370 SUPPLIES 09/25	202509 320-57200-54500	VESTIS	*	45.11	45.11 009888
10/03/25	00633	10/01/25 10012025 DEPOSIT ETS/JAYNE CURRY	202510 320-57200-49400	BLACK BOX BOOKING LLC	*	100.00	100.00 009889
10/03/25	00633	10/01/25 100125 DEPOSIT ETS/NATHAN JAMES	202510 320-57200-49400	BLACK BOX BOOKING LLC	*	100.00	100.00 009890
10/03/25	00695	9/21/25 16744750 SVCS 10/25	202510 320-57200-41000	CHARTER COMMUNICATIONS	*	479.89	479.89 009891
10/03/25	00055	9/15/25 37767-09 SVCS 09/25	202509 320-57200-43100	CITY OF LAKE WALES-UTILITIES DEPT	*	17.78	17.78 009892
10/03/25	00466	10/01/25 51249 BUSINESS CARDS 10/25	202510 310-51300-42500		*	170.00	
		10/01/25 51295 10/25 LA TIMES	202510 310-51300-42501	CUSTOMTRADEPRINTING.COM	*	4,631.00	4,801.00 009893
10/03/25	00133	9/18/25 29519 RENEW POLICY #100125530	202510 310-51300-45000	EGIS INSURANCE ADVISORS,LLC	*	83,158.00	83,158.00 009894
10/03/25	00003	9/16/25 89933817 DELIVERY THRU 09/11/25	202509 310-51300-42000	FEDEX	*	44.53	44.53 009895
10/03/25	00750	9/03/25 41315 SUPPLIES 09/25	202509 320-57200-54500		*	568.40	
		9/22/25 41824 SUPPLIES 09/25	202509 320-57200-54500	JANITORIAL SUPERSTORE INC	*	124.90	693.30 009896
10/03/25	00504	9/22/25 107038 REPAIRS 09/25	202509 320-57200-54500	KINCAID ELECTRICAL SERVICES	*	1,091.24	1,091.24 009897

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CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
10/03/25	00361	8/08/25 293952	202508 320-57200-54500		*	99.00	
		SVCS 08/25					
		8/21/25 295354	202508 320-57200-54500		*	682.12	
		SVCS 08/25					
		9/10/25 296725	202509 320-57200-54500		*	1,373.00	
		RELOCATE THERMOSTAT 9/25					
		9/17/25 294048	202509 320-57200-54500		*	1,089.00	
		COMMERCIAL FILTER CHANGE					
		9/23/25 298378	202509 320-57200-54500		*	309.40	
		CLEAN FANS 09/25					
				MILLER'S CENTRAL AIR, INC.			3,552.52 009898
10/03/25	00538	9/23/25 374557	202509 320-57200-54500		*	169.47	
		SVCS 09/25					
		10/01/25 10181	202510 320-57200-54500		*	345.00	
		SVCS/MAINT AGREE 10/25					
				PERFORMANCE GOLF CARTS			514.47 009899
10/03/25	00817	10/01/25 10295669	202510 320-57200-45300		*	735.00	
		WATER MGMT 10/25					
				POOLSURE			735.00 009900
10/03/25	00631	10/01/25 RES19-16	202509 310-51300-31100		*	5,172.36	
		SVCS 09/25					
		10/02/25 RES 25-1	202509 310-51300-31100		*	55.00	
		SVCS 09/25					
				RAYL ENGINEERING & SURVEYING, LLC			5,227.36 009901
10/03/25	00780	9/15/25 56307413	202509 320-57200-54500		*	45.11	
		SUPPLIES 09/25					
		9/22/25 56307456	202509 320-57200-54500		*	45.11	
		SUPPLIES 09/25					
		9/29/25 56307498	202509 320-57200-54500		*	45.11	
		SUPPLIES 09/25					
				VESTIS			135.33 009902
10/03/25	00430	4/11/25 50339918	202505 310-51300-42502		*	144.90	
		COPIER LEASE 05/25					
		8/14/25 50354934	202509 310-51300-42502		*	144.90	
		COPIER LEASE 09/25					
		9/12/25 50358420	202510 310-51300-42502		*	144.90	
		COPIER LEASE 10/25					
				WELLS FARGO VENDOR FINANCIAL SVCS			434.70 009903
10/03/25	00063	10/01/25 10012025	202510 320-57200-49400		*	18,000.00	
		D00 WOP PROJECT 10/25					
				WILLIAM CLARE ENTERTAINMENT			18,000.00 009904
				LAKA LAKE ASHTON SHENNING			

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
10/03/25	00587	9/28/25 25050 MAINT 07/25	202507 320-57200-54530		*	1,477.00	
		9/28/25 25060 MAINT 08/25	202508 320-57200-54530		*	1,097.60	
		9/28/25 25070 MAINT 09/25	202509 320-57200-54530		*	4,000.50	
				XS BOWLING SERVICE LLC			6,575.10 009905
10/10/25	00741	10/03/25 32 AMENITY MGMT 10/25	202510 320-57200-34000		*	46,071.17	
				COMMUNITY ASSOCIATIONS AND			46,071.17 009906
10/10/25	00335	10/09/25 100925 CYPRESS GARDEN SKI SHOW	202510 320-57200-49400		*	2,000.00	
				CYPRESS GARDENS WATER SKI TEAM INC			2,000.00 009907
10/10/25	00781	9/30/25 00073508 LEGAL AD #11641901	202509 310-51300-48000		*	118.72	
		9/30/25 00073508 LEGAL AD #11657650	202509 310-51300-48000		*	94.08	
		9/30/25 00073508 LEGAL AD #11657770	202509 310-51300-48000		*	95.20	
				GANNETT FLORIDA LOCALIQ			308.00 009908
10/13/25	00085	8/29/25 1167653 BACKFLOW REPIAR 08/25	202508 320-57200-54500		*	235.00	
				A.D. BAYNARD PLUMBING, INC.			235.00 009909
10/13/25	00621	9/10/25 1053881 PEST CONTROL 09/25	202509 320-57200-54501		*	250.00	
				COUNTRY BOY PEST CONTROL			250.00 009910
10/13/25	00214	9/29/25 AR140512 COPIER LEASE 09/25	202509 320-57200-51000		*	473.72	
				DEX IMAGING			473.72 009911
10/13/25	00789	10/01/25 92708 ANNUAL FEE 10/25	202510 310-51300-54000		*	175.00	
				FLORIDA COMMERCE			175.00 009912
10/13/25	00098	9/05/25 40961285 PURCHASES THRU 09/04/25	202509 320-57200-54500		*	2,545.46	
				HOME DEPOT CREDIT SERVICES			2,545.46 009913
10/13/25	00780	10/06/25 56307540 SUPPLIES 10/25	202510 320-57200-54500		*	45.11	
				VESTIS			45.11 009914
				TOTAL FOR BANK A		312,634.65	
				LAKA LAKE ASHTON SHENNING			

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/13/25
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CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/10/25	00119	9/08/25 090825 DEPOSIT 09/25	202509 600-53800-68021	C&C OUTDOORS INC	*	6,000.00	6,000.00 000437
9/17/25	00119	9/08/25 09082025 FINAL PAYMENT 09/25	202509 600-53800-68021	C&C OUTDOORS INC	*	7,500.00	7,500.00 000438
9/17/25	00135	6/30/25 107956-R BALANCE DUE 06/25	202506 600-53800-68020	WCM CONSTRUCTION & ROOFING LLC	*	1,630.16	1,630.16 000439
10/03/25	00129	9/22/25 4992 SUPPLIES/REPAIR POND 9/25	202509 600-53800-60003	TOOLES TRACTOR SERVICES & H20	*	4,356.00	4,356.00 000440
TOTAL FOR BANK B						19,486.16	
TOTAL FOR REGISTER						19,486.16	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2025

									\$2,512,482.00 .36300.10100	\$429,537.06 025.36300.10000	\$2,942,019.06
Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Property Appraiser	Net Amount Received	General Fund 85%	21A Debt Svc Fund 15%	Total 100%
11/13/24	10/21/24-10/21/24	\$ 25,061.35	\$ 3,914.43	\$ 1,320.38	\$ 205.51	\$ 549.00	\$ -	\$ 26,900.89	\$ 23,266.15	\$ 3,634.74	\$ 26,900.89
11/15/24	10/01/24-10/31/24	\$ 5,138.00	\$ 1,028.98	\$ 205.52	\$ 41.16	\$ 118.41	\$ -	\$ 5,801.89	\$ 4,833.83	\$ 968.06	\$ 5,801.89
11/19/24	11/01/24-11/07/24	\$ 241,486.00	\$ 31,442.87	\$ 9,659.37	\$ 1,257.70	\$ 5,240.24	\$ -	\$ 256,771.56	\$ 227,190.10	\$ 29,581.47	\$ 256,771.56
11/26/24	11/08/24-11/15/24	\$ 349,384.00	\$ 44,237.40	\$ 13,975.57	\$ 1,769.41	\$ 7,557.53	\$ -	\$ 370,318.89	\$ 328,700.26	\$ 41,618.63	\$ 370,318.89
12/09/24	11/16/24-11/26/24	\$ 745,010.00	\$ 122,664.61	\$ 29,800.37	\$ 4,906.45	\$ 16,659.36	\$ -	\$ 816,308.43	\$ 700,905.44	\$ 115,403.00	\$ 816,308.43
12/20/24	11/27/24-11/30/24	\$ 709,709.71	\$ 132,629.85	\$ 28,381.99	\$ 5,302.16	\$ 16,173.11	\$ -	\$ 792,482.30	\$ 667,701.17	\$ 124,781.14	\$ 792,482.30
12/28/24	12/01/24-12/15/24	\$ 192,667.69	\$ 43,150.37	\$ 7,340.50	\$ 1,633.52	\$ 4,536.88	\$ -	\$ 222,307.16	\$ 181,620.65	\$ 40,686.51	\$ 222,307.16
01/13/25	12/16/24-12/31/24	\$ 69,726.17	\$ 12,665.70	\$ 2,117.49	\$ 387.59	\$ 1,597.74	\$ -	\$ 78,289.05	\$ 66,256.51	\$ 12,032.55	\$ 78,289.05
02/03/25	INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,970.31	\$ 3,390.64	\$ 579.67	\$ 3,970.31
02/10/25	01/01/25-01/31/25	\$ 60,462.62	\$ 9,308.78	\$ 1,279.16	\$ 195.95	\$ 1,365.93	\$ -	\$ 66,930.36	\$ 57,999.79	\$ 8,930.57	\$ 66,930.36
03/07/25	02/01/25-02/28/25	\$ 22,600.05	\$ 3,814.94	\$ 205.50	\$ 38.16	\$ 523.43	\$ -	\$ 25,647.90	\$ 21,946.66	\$ 3,701.24	\$ 25,647.90
03/31/25	PROPERTY APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,420.19	\$ (29,420.19)	\$ (25,124.82)	\$ (4,295.37)	\$ (29,420.19)
04/11/25	03/01/25-03/31/25	\$ 61,730.22	\$ 12,622.80	\$ -	\$ -	\$ 1,487.06	\$ -	\$ 72,865.96	\$ 60,495.62	\$ 12,370.34	\$ 72,865.96
04/30/25	INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277.98	\$ 237.39	\$ 40.59	\$ 277.98
05/09/25	04/01/25-04/30/25	\$ 10,353.07	\$ 1,305.56	\$ -	\$ -	\$ 233.17	\$ -	\$ 11,425.46	\$ 10,146.01	\$ 1,279.45	\$ 11,425.46
06/13/25	05/01/25-05/31/25	\$ 11,974.72	\$ 2,133.51	\$ -	\$ -	\$ 282.16	\$ -	\$ 13,826.07	\$ 11,735.23	\$ 2,090.84	\$ 13,826.07
06/24/25	06/02/25-06/02/25	\$ 8,053.84	\$ 1,639.31	\$ -	\$ -	\$ 193.86	\$ -	\$ 9,499.29	\$ 7,892.76	\$ 1,606.52	\$ 9,499.29
07/11/25	06/01/25-06/30/25	\$ 38.52	\$ 11.49	\$ -	\$ -	\$ 1.00	\$ -	\$ 49.01	\$ 37.75	\$ 11.26	\$ 49.01
9/30/25	INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112.59	\$ 96.15	\$ 16.44	\$ 112.59
		\$ 2,513,395.96	\$ 422,570.60	\$ 94,285.85	\$ 15,737.61	\$ 56,518.86	\$ 29,420.19	\$ 2,744,364.93	\$ 2,349,327.28	\$ 395,037.65	\$ 2,744,364.93

Gross Percent Collected	99.79%
Balance Due	\$6,052.50