

*Forest Lake  
Community Development District*

*Meeting Agenda*

*April 5, 2022*

# AGENDA

# ***Forest Lake***

## ***Community Development District***

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219 East Livingston Street, Orlando, Florida 32801

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

March 29, 2022

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

Dear Board Members:

A meeting of the Board of Supervisors of the **Forest Lake Community Development District** will be held **Tuesday, April 5, 2022 at 1:45 PM at 346 E. Central Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/86819275497>

**Call-In Number:** 1-646-876-9923

**Meeting ID:** 868 1927 5497

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Approval of Minutes from the March 1, 2022 Board of Supervisors Meeting
4. Consideration of Resolution 2022-04 Supplemental Assessment Resolution (*to be provided under separate cover*)
5. Public Hearing
  - A. Public Hearing on the Adoption of Amenity Policies and Rates
    - i. Consideration of Resolution 2022-05 Adopting Amenity Policies and Rates
6. Consideration of Resolution 2022-06 Authorizing the Use of Electronic Documents and Signatures
7. Consideration of Proposal for Pool Furniture
8. Consideration of Equipment/Lease Purchase Agreement Updated to Include Playground Equipment and Pool Furniture
9. Staff Reports
  - A. Attorney
  - B. Engineer

- C. Field Manager's Report
- D. District Manager's Report
  - i. Approval of Check Register
  - ii. Balance Sheet and Income Statement
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment



# MINUTES

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

The regular meeting of the Board of Supervisors of the Forest Lake Community Development District was held Tuesday, **March 1, 2022** at 1:45 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Andrew Rhinehart	Assistant Secretary
Matthew Cassidy	Assistant Secretary
Patrick Marone	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group
Marshall Tindall	GMS
Ashton Bligh	Greenberg Traurig

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. There were five Board members present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated that there were no members of the public present or joining the meeting by Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the February 1, 2022 Board of Supervisors Meeting**

Ms. Burns asked for any comments, corrections, or changes to the February 1, 2022 meeting minutes. The Board had no changes or corrections.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Minutes of the February 1, 2022 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Presentation and Approval of the First Supplemental Engineer's Report dated February 10, 2022**

Ms. Burns noted that the engineer is not present at the meeting and presented the changes to the Board. Cost projections for Phase 3 were adjusted to reflect the current construction costs and a legal description has been proved for Phase 3. The Engineer's report was provided in the agenda package. The Board had no questions. Ms. Burns asked for a motion of approval.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the first Supplemental Engineer's Report dated February 10, 2022, was approved.

**FIFTH ORDER OF BUSINESS****Presentation and Approval of Supplemental Assessment Methodology for Assessment Area Two dated March 1, 2022**

Ms. Burns stated that this report allocates debt to be incurred by the District to the benefitting properties within Assessment Area 2, Phase 3 of the District. The report can be found in the agenda package and Ms. Burns reviewed the attached tables for the Board. The development program shows 186 single family units and the cost for the assessment area is approximately \$3,965,500. Table three shoes a bond sizing of \$3,785,000.00. Table four outlines the improvement costs per unit. Table five shows the par debt per unit which is \$20,349. Table six show the net and gross annual debt assessments per unit. Table seven shows the tax roll that is 35.86 acres in the assessment area owned by JMBI. She asked for any questions from the Board.

Mr. Van Wyk asked if the Supplemental Assessment Methodology was consistent with the Master Assessment Methodology Report, and she stated that it was. Mr. Van Wyk asked if the benefit to the parcel exceeds the burden placed on it by the special assessments, and she again answered yes. Mr. Van Wyk asked if it is Ms. Burn's opinion that the assessments are fairly and reasonably apportioned across the product types within the assessment area, and she answered yes. There being no other questions, she asked for a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Supplemental Assessment Methodology for Assessment Area Two Dated March 1, 2022, was approved.

**SIXTH ORDER OF BUSINESS****Consideration of Resolution 2022-03  
Delegation Resolution**

Ms. Bligh reviewed the delegation for the Board and stated that it is for a second series of bonds. It will be one series titled Assessment Area 2 that will provide funds for Phase 3 of the project that is described in the engineer's report. She brought two sections of the agreements found in the resolution to the Board's attention. In section four, Florida law requires certain findings so you don't have to do a public offering and the findings are listed in section four. In section five the parameters for the bonds are included. Any optional redemption of the Assessment Area 2 bonds will be determined at pricing. The interest rate shall not exceed the maximum rate allowed by the law. The aggregate principal amount of the Assessment Area 2 bonds will not exceed \$6,000,000. The Assessment Area 2 bonds will have a final maturity not later than the maximum term allowed by Florida law. The price at which the Assessment Area 2 bonds are sold to the underwriter will not be less than 98% of the aggregate face amount of the Assessment Area 2 bonds. The Board had no questions and Ms. Burns asked for a motion of approval.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2022-03 Delegation Resolution, was approved.

**SEVENTH ORDER OF BUSINESS****Consideration of Construction Funding  
Agreement for Phase 3**

Ms. Burns noted that this agreement is with JMBI and under the terms of the agreement, any costs advanced to the District will be reimbursed out of the future bond issuance.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Construction Funding Agreement, was approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Temporary Construction  
and Access Easement Agreement for  
Phase 3**

Ms. Burns stated that under this agreement, JMBI will grant the District temporary nonexclusive construction and access easement through the easement area for the purpose of constructing improvements. This easement will remain in place until the improvements are completed or until the District acquires the easement area.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Temporary Construction and Access Easement Agreement for Phase 3, was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Letter from FMS for  
Underwriter Services**

Ms. Burns presented the letter from FMS to the Board and asked for any questions. There being none, there was a motion of approval.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Letter from FMS for Underwriter Services, was approved.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk had nothing further to report.

**B. Engineer**

There being none, the next item followed.

**C. Field Manager's Report**

Mr. Tindall presented the field manager's report to the Board. Completed items include:

- Meeting with the landscaper to monitor the site
- Monitoring pond areas and fences
- Crepe Myrtle annual trimming
- Pool vendor has taken over maintenance in preparation for opening
- Keycards have been ordered and setup is being finalized

**i. Consideration of Proposals for Security Cameras at Amenity**

Mr. Tindall presented two proposals to the Board for security cameras. Both proposals can be found in the agenda package. Board discussion followed on the options, and they agreed on the five-camera system for \$5,981.00.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Proposal for Five Security Cameras at Amenity, was approved.

**D. District Manager's Report**

**i. Approval of the Check Register**

Ms. Burns presented the check register.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns stated the financials were in the package for review, and there was no action that needed to be taken.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

*Item will be  
provided under  
separate cover.*



## SECTION V

# SECTION A

# SECTION 1

## **RESOLUTION 2022-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES AND RATES INCLUDING SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Forest Lake Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Polk County; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the Amenity Policies and Rates (together, “Amenity Rules”), attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

**WHEREAS**, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

**SECTION 1.** The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

**SECTION 2.** The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

**SECTION 3.** Fees for use of the District’s recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

**SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 5th day of April 2022.

ATTEST:

**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Amenity Policies and Rates

## EXHIBIT A

# **FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY POLICIES AND RATES**

**ADOPTED – APRIL 5, 2022 <sup>1</sup>**

<sup>1</sup>LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on April 5, 2022, at a duly noticed joint public meeting and after a duly noticed public hearing, the Boards of Supervisors of the Forest Lake Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services, including the stormwater management facilities and the Amenity Facilities (defined below).

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## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, playground and Lakes, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – shall mean these Amenity Policies and Rates of the Forest Lake Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – shall mean those rates and fees established by the Board of Supervisors of the Forest Lake Community Development District as provided in **Exhibit A** attached hereto.

**“Access Card”** – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Forest Lake Community Development District.

**“District”** – shall mean the Forest Lake Community Development District.

**“District Staff”** – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

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

**“Patron”** – shall mean Residents, Guests, Non-Resident Patrons and Renters.

**“Renter”** – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

**“Resident”** – shall mean any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in

lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. Access Card shall not be issued to Non-Residents. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued.
  - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
  - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
  - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida Law.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
  - (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
  - (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.

- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges.
- (q) **Emergencies.** In the event of an injury, property damage or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (r) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is 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 contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:



- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

## DOG PARK POLICIES

**The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.**

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

### **USE OF THE DOG PARK IS AT PATRON’S OWN RISK**

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

## PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - Submits false information on any application for use of the Amenities;
  - Permits the unauthorized use of an Access Card;
  - Exhibits unsatisfactory behavior, deportment or appearance;
  - Fails to pay amounts owed to the District in a proper and timely manner;
  - Fails to abide by any District rules or policies (e.g., Amenity Policies);
  - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
  - Damages or destroys District property; or
  - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff and Members of the Board of Supervisors.** District Staff or their designee, and any member of the Board of Supervisors, may remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
  - (a) Offenses:
    - i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
    - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
    - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
  - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal to or exceed one year. Situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## 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 said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its 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 attorneys’ 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 his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

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 District for all attorneys’ 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, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

## SOVEREIGN IMMUNITY

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

## 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.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

**The above Amenity Policies and Rates were adopted on April 5, 2022 by the Board of Supervisors for the Forest Lake Community Development District, at a duly noticed public hearing and meeting.**

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**Secretary/Assistant Secretary**

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**Chairperson, Board of Supervisors**

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**EXHIBIT A**  
**AMENITY RATES**

TYPE	RATE
Annual User Fee	\$2,500.00
Replacement Access Card	\$30.00



**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_

DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card. It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Forest Lake Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

State of Florida

County of \_\_\_\_\_

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Official Notary Public Signature

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Forest Lake Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Forest Lake Community Development District  
Attn: Amenity Coordinator  
219 East Livingston Street  
Orlando, Florida 32801  
Telephone: (407) 841-5524  
Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

-----  
**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

**ADDITIONAL INFORMATION:**

Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_ Phase \_\_\_\_ – \_\_\_\_

New Construction: \_\_\_\_ Re-Sale: \_\_\_\_ Prior Owner: \_\_\_\_

Rental: \_\_\_\_ Landlord/Owner: \_\_\_\_

Lease Term: \_\_\_\_ Tenant/Renter: \_\_\_\_

## SECTION VI

## **RESOLUTION 2022-06**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Forest Lake Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Haines City, Polk County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

**WHEREAS**, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

**WHEREAS**, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

**WHEREAS**, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES.** Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

**SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS.** All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

**SECTION 4. CONTROLS PROCESSES AND PROCEDURES.** The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 5th day of April 2022.

ATTEST:

**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair

## SECTION VII

Patio Showcase  
13655 belcher rd. south  
Largo FL 33771  
727-531-2260

# Invoice

Number 40997

Date 2/10/2022

## Bill To

heath construction  
346 e.central ave  
winter haven, fl, 33880  
greg 813-690-5654

## Ship To

forest lake ammenity building  
1595 aspen ave  
davenport, fl, 33837

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HU	42" poly table	2	\$439.44		\$878.88
AP-RD-20H	20" poly table	12	\$128.95		\$1,547.40
D750	lb diamond chair	8	\$128.02		\$1,024.16
L716	armless 16" chaise	34	\$264.58		\$8,995.72
DEL	deliver and set up	1	\$300.00		\$300.00
	granite frames		\$0.00		\$0.00
	#918 madras tweed surf		\$0.00		\$0.00

Amount Paid \$0.00

Amount Due \$12,746.16

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$12,746.16

Sales Tax 7.00% on \$0.00 \$0.00

Total \$12,746.16

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$25,492.32	\$0.00	\$0.00	\$892.76	\$26,385.08



## SECTION VIII

## POOL FURNITURE AND PLAYGROUND EQUIPMENT LEASE/PURCHASE AGREEMENT

This Pool Furniture and Playground Equipment Lease/Purchase Agreement (the “Agreement”) dated as of \_\_\_\_\_, 2022 and entered into by and between WHFS, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

### WITNESSETH:

**WHEREAS, Lessee** desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

**WHEREAS,** the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

**WHEREAS,** Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**“Acquisition Amount”** means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$102,745.16.

**“Acquisition Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Acquisition Fund Agreement”** means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

**“Acquisition Fund Custodian”** means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

**“Acquisition Period”** means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

**“Agreement”** means this Pool Furniture and Playground Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06aaaa.

**“Commencement Date”** means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

**“Equipment”** means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

**“Equipment Costs”** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease.

**“Expense Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Event of Default”** means an Event of Default described in Section 12.01.

**“Lease”** means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

**“Lease Proceeds”** means, with respect to this Lease, the total amount of money to be paid by Lessor to the Lessee in accordance with the Agreement.

**“Lease Term”** for each Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.

**“Lessee”** means the entities referred to as Lessee in the first paragraph of this Agreement.

**“Lessor”** means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely

by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

**“Maximum Equipment Cost”** means \$102,745.16.

**“Purchase Price”** means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

**“Rental Payments”** means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

**“Schedule”** means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

**“State”** means the State of Florida.

**“Utilization Period”** means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

**“Vendor”** means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

## **ARTICLE II**

### **COVENANTS**

**Section 2.01 Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. Such statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain

its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

### ARTICLE III

#### LEASE

**Section 3.01 Lease of Equipment.** Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

**Section 3.02 Continuation of Lease Term.** Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

**Section 3.03 Abatement.** During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives the benefits of Civil Code Sections 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

**Section 3.04 Conditions to Lessor's Performance.**

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by the Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than \_\_\_\_\_, 2022] (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

#### ARTICLE IV

## **PAYMENT AND PREPAYMENT OF RENT**

**Section 4.01 Rental Payments.** Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus [5]% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

**Section 4.02 Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

**Section 4.03 Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

**Section 4.04 Rental Payments to be Unconditional.** Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

**Section 4.05 Tax Covenant.** Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

**Section 4.06 Event of Taxability.** Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.



For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

**Section 4.07 Mandatory Prepayment.** If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

## ARTICLE V

### THE EQUIPMENT

**Section 5.01 Delivery, Installation and Acceptance of Equipment.** (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

**Section 5.02 Enjoyment of Equipment.** Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

**Section 5.03 Location: Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor’s consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04 Use and Maintenance of the Equipment.** Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition,

Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

## ARTICLE VI

### TITLE AND SECURITY

**Section 6.01 Title to the Equipment.** During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

**Section 6.02 Security Interest.** As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

**Section 6.03 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

## ARTICLE VII

### TAXES, CHARGES AND INSURANCE

**Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

**Section 7.02 Insurance.** Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage as required by the laws of the State, and (d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a); *provided further* that Lessee's ability to self-insure does not extend to rental interruption insurance, which Lessee acknowledges may limit Lessee's ability to self-insure against the risks described in clause (a). All such policies of insurance shall name Lessor as an additional insured and loss payee. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

**Section 7.03 Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen [14]% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

### DAMAGE TO AND REPLACEMENT OF EQUIPMENT

**Section 8.01 Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as

provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

**Section 8.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

### WARRANTIES

**Section 9.01 Disclaimer of Warranties.** Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

## ARTICLE X

### PURCHASE OF EQUIPMENT

**Section 10.01 Purchase Option.** Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

## ARTICLE XI

### ASSIGNMENT

**Section 11.01 Assignment by Lessor.** Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and each Lease has not and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with any assignment under this Section.

**Section 11.02 Assignment and Subleasing by Lessee.** None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

## **ARTICLE XII**

### **DEFAULTS AND REMEDIES**

**Section 12.01 Events of Default Defined.** Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its

application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02 Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to the Florida Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

**Section 12.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

**Section 12.04 Application of Moneys.** Any net proceeds from the exercise of any



remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

## **ARTICLE XIII**

### **MISCELLANEOUS**

**Section 13.01 Notices.** All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02 E-Verify.** The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

**Section 13.03 Release and Indemnification.** To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach

of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

**Section 13.04 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05 Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06 Amendments, Changes and Modifications.** This Lease may only be amended by Lessor and Lessee in writing.

**Section 13.07 Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08 Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

**Section 13.09 Captions.** The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**LESSOR:**  
WHFS, LLC

346 E. Central Avenue  
  
Winter Haven, FL 33880

By \_\_\_\_\_  
  
Title \_\_\_\_\_

**LESSEE:**  
Forest Lake Community Development  
District

219 East Livingston Street  
  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_  
  
Title \_\_\_\_\_

## EXHIBIT A

### SCHEDULE OF PROPERTY NO. 1

Dated \_\_\_\_\_, 2022

Re: Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_, 2022, by and between WHFS, LLC, as Lessor, and the Forest Lake Community Development District, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture and Playground Equipment Lease/Purchase Agreement (the “Pool Furniture and Playground Equipment Lease”).

**2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Pool Furniture and Playground Equipment Lease:

[See Attached Exhibit A-2]

**3. Payment Schedule.**

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

**4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture and Playground Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Pool Furniture and Playground Equipment Lease.

**5. The Lease.** The terms and provisions of the Pool Furniture and Playground Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

**[Remainder of Page Intentionally Left Blank]**

**13. Purchase Option Commencement Date.** For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is [\_\_\_\_\_, 20\_\_\_\_].

**LESSOR:**  
WHFS, LLC

346 E. Central Avenue

Winter Haven, FL 33880

By \_\_\_\_\_

Title \_\_\_\_\_

**LESSEE:**  
Forest Lake Community Development  
District

219 East Livingston Street

Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

Title \_\_\_\_\_

Counterpart No. 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**EXHIBIT A-1**  
**RENTAL PAYMENT SCHEDULE**

## BOND DEBT SERVICE

## Forest Lake Community Development District

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2022	1,192.01	14.000%	1,198.69	2,390.70	
06/01/2022	1,205.91	14.000%	1,184.79	2,390.70	
07/01/2022	1,219.98	14.000%	1,170.72	2,390.70	
08/01/2022	1,234.22	14.000%	1,156.48	2,390.70	
09/01/2022	1,248.61	14.000%	1,142.09	2,390.70	
10/01/2022	1,263.18	14.000%	1,127.52	2,390.70	
11/01/2022	1,277.92	14.000%	1,112.78	2,390.70	16,734.90
12/01/2022	1,292.83	14.000%	1,097.87	2,390.70	
01/01/2023	1,307.91	14.000%	1,082.79	2,390.70	
02/01/2023	1,323.17	14.000%	1,067.53	2,390.70	
03/01/2023	1,338.61	14.000%	1,052.09	2,390.70	
04/01/2023	1,354.22	14.000%	1,036.48	2,390.70	
05/01/2023	1,370.02	14.000%	1,020.68	2,390.70	
06/01/2023	1,386.01	14.000%	1,004.69	2,390.70	
07/01/2023	1,402.18	14.000%	988.52	2,390.70	
08/01/2023	1,418.54	14.000%	972.16	2,390.70	
09/01/2023	1,435.08	14.000%	955.61	2,390.69	
10/01/2023	1,451.83	14.000%	938.87	2,390.70	
11/01/2023	1,468.77	14.000%	921.93	2,390.70	28,688.39
12/01/2023	1,485.90	14.000%	904.80	2,390.70	
01/01/2024	1,503.24	14.000%	887.46	2,390.70	
02/01/2024	1,520.77	14.000%	869.93	2,390.70	
03/01/2024	1,538.52	14.000%	852.18	2,390.70	
04/01/2024	1,556.47	14.000%	834.23	2,390.70	
05/01/2024	1,574.63	14.000%	816.07	2,390.70	
06/01/2024	1,593.00	14.000%	797.70	2,390.70	
07/01/2024	1,611.58	14.000%	779.12	2,390.70	
08/01/2024	1,630.38	14.000%	760.32	2,390.70	
09/01/2024	1,649.40	14.000%	741.30	2,390.70	
10/01/2024	1,668.65	14.000%	722.05	2,390.70	
11/01/2024	1,688.11	14.000%	702.59	2,390.70	28,688.40
12/01/2024	1,707.81	14.000%	682.89	2,390.70	
01/01/2025	1,727.73	14.000%	662.97	2,390.70	
02/01/2025	1,747.89	14.000%	642.81	2,390.70	
03/01/2025	1,768.28	14.000%	622.42	2,390.70	
04/01/2025	1,788.91	14.000%	601.79	2,390.70	
05/01/2025	1,809.78	14.000%	580.92	2,390.70	
06/01/2025	1,830.90	14.000%	559.80	2,390.70	
07/01/2025	1,852.26	14.000%	538.44	2,390.70	
08/01/2025	1,873.87	14.000%	516.83	2,390.70	
09/01/2025	1,895.73	14.000%	494.97	2,390.70	
10/01/2025	1,917.85	14.000%	472.85	2,390.70	
11/01/2025	1,940.22	14.000%	450.48	2,390.70	28,688.40
12/01/2025	1,962.86	14.000%	427.84	2,390.70	
01/01/2026	1,985.76	14.000%	404.94	2,390.70	
02/01/2026	2,008.92	14.000%	381.78	2,390.70	
03/01/2026	2,032.36	14.000%	358.34	2,390.70	
04/01/2026	2,056.07	14.000%	334.63	2,390.70	
05/01/2026	2,080.06	14.000%	310.64	2,390.70	
06/01/2026	2,104.33	14.000%	286.37	2,390.70	
07/01/2026	2,128.88	14.000%	261.82	2,390.70	
08/01/2026	2,153.71	14.000%	236.99	2,390.70	
09/01/2026	2,178.84	14.000%	211.86	2,390.70	
10/01/2026	2,204.26	14.000%	186.44	2,390.70	
11/01/2026	2,229.98	14.000%	160.72	2,390.70	28,688.40
12/01/2026	2,255.99	14.000%	134.71	2,390.70	
01/01/2027	2,282.31	14.000%	108.39	2,390.70	
02/01/2027	2,308.94	14.000%	81.76	2,390.70	
03/01/2027	2,335.88	14.000%	54.82	2,390.70	
04/01/2027	2,363.13	14.000%	27.57	2,390.70	
11/01/2027					11,953.50
	102,745.16		40,696.83	143,441.99	143,441.99

**EXHIBIT A-2**  
**EQUIPMENT**

Patio Showcase  
13655 belcher rd. south  
Largo FL 33771  
727-531-2260

# Invoice

Number 40997

Date 2/10/2022

## Bill To

heath construction  
346 e.central ave  
winter haven, fl, 33880  
greg 813-690-5654

## Ship To

forest lake ammenity building  
1595 aspen ave  
davenport, fl, 33837

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HU	42" poly table	2	\$439.44		\$878.88
AP-RD-20H	20" poly table	12	\$128.95		\$1,547.40
D750	lb diamond chair	8	\$128.02		\$1,024.16
L716	armless 16" chaise	34	\$264.58		\$8,995.72
DEL	deliver and set up	1	\$300.00		\$300.00
	granite frames		\$0.00		\$0.00
	#918 madras tweed surf		\$0.00		\$0.00

Amount Paid \$0.00

Amount Due \$12,746.16

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$12,746.16

Sales Tax 7.00% on \$0.00 \$0.00

Total \$12,746.16

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$25,492.32	\$0.00	\$0.00	\$892.76	\$26,385.08





Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

**CONTRACTOR:** Legacy Construction Services Group Inc  
D.B.A Pro Playgrounds **EIN:** 27-1850232

**ADDRESS:** 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301

**CONTACT:** Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150

**TOTAL CONTRACT AMOUNT:** \$89,999

**PROJECT NAME:** Forest Lake Amenity Center  
playground **AGREEMENT #:** 13406

**PROJECT ADDRESS:** 1595 Aspen Drive, Davenport, Fl 33837

**OWNER:** Forest Lake CDD c/o Jill Burns  
219 E. Livingston St.  
Orlando, Fl 32801

**THIS AGREEMENT** made and entered into on this the 1st day of November, 2021, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Forest Lake CDD c/o Jill Burns, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

#### WITNESSETH

**WHEREAS** Owner desires to:

Furnish labor and materials to:

1. Install 1x play system and single bay w cant arm swing
2. Install 1x 30'x30'x10' Hip shade to go over the play system.
3. Install 2x benches with backs in ground.
4. Assemble 5x portable trash receptacles with liners and domes; one at playground and four at pool.
5. Install 48x 8" borders.
6. Install 14x pallets of rubber mulch for a 36x52' area.
7. install one 40x16x10 curved cantilever Shade at Pool

at the address known as Forest Lake Amenity Center, hereinafter referred to as "Property"

**AND WHEREAS** Contractor warrants being qualified and capable of performing and completing the Work specified herein,

**NOW THEREFORE**, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

#### ARTICLE 1 – SCOPE OF WORK

Contractor Initial aa

Owner Initial JB



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install 1x play system and single bay w cant arm swing, 1x 30'x30'x10' Hip shade to go over the play system, 2x benches with backs in ground, Assemble 5x portable trash receptacles with liners and domes; one at playground and four at pool, install 48x 8" borders, 14x pallets of rubber mulch for a 36x52' area and one 40x16x10 curved cantilever Shade at Pool; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

## **ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by 1/31/21. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by

Contractor Initial aa

Page 2 of 8

Owner Initial JB



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 1 days.

- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- ☐ Contractor shall be responsible for acquiring necessary permits for this project.
  - ☒ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
  - ☒ Owner shall be responsible for the costs of all permits and related drawings and requirements.
  - ☐ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

### **ARTICLE 3 – WORKMANSHIP**

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

### **ARTICLE 4 – PREMISES**

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor

Contractor Initial aa

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Owner Initial LB



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

#### **ARTICLE 5 – INSURANCE AND BONDING**

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
1. ☒ Comprehensive General Liability Insurance with the following limits:
    - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
    - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
  2. ☒ Worker's Compensation & Employers Liability with the following limits:
    - a) Each Accident - \$1,000,000
    - b) Disease - \$100,000/employee; \$500,000/policy limit  
☐ State of Florida Workers Compensation Exemption
  3. ☒ Commercial Automobile Insurance with the following limits:
    - a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
    - b) Property Damage - \$1,000,000/accident
    - c) Personal Injury Protection (PIP) - \$10,000/person
- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

#### **ARTICLE 6 – CHANGES IN THE WORK**

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor.

Contractor Initial aa

Page 4 of 8

Owner Initial LB



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

#### **ARTICLE 7 – DEPOSITS**

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
- ☐ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☒ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit in the amount of \$ \_\_\_\_\_ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

#### **ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.

Contractor Initial aa

Page 5 of 8

Owner Initial LB





Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

#### **ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIA G702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

#### **ARTICLE 10 - RELEASE OF LIENS**

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien waiver for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

#### **ARTICLE 11 - WARRANTIES**

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts

Contractor Initial aa

Page 6 of 8

Owner Initial JB



Legacy Construction Services Group Inc  
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1563 Capital Circle SE, #144  
Tallahassee, FL 32301

outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.

- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

#### **ARTICLE 12 – DISPUTE RESOLUTION**

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

#### **ARTICLE 13 – SEVERABILITY**

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

#### **ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS**

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
1. \_\_\_\_\_

Contractor Initial aa

Owner Initial JB



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

2. \_\_\_\_\_  
3. \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the 1st day of November, 2021.

**CONTRACTOR:** Legacy Construction  
Services Group Inc.

**OWNER:** Forest Lake CDD  
c/o Jill Burns

Alana Adrianse

Jill Burns

*(Signature of Contractor)*

*(Signature of Owner)*

**Name/Title:** Alana Adrianse, President

**Name/Title:**

**Address of Contractor:**  
Legacy Construction Services Group Inc.  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

**Address of Owner:**  
Forest Lake CDD  
c/o Jill Burns  
219 E. Livingston St.  
Orlando, FL 32801

Contractor Initial aa

Owner Initial JB



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

Project Name
Forest Lake Amenity Center play...

Date	Estimate #
10/11/2021	13406

Customer / Bill To
Forest Lake CDD Jill Burns 219 E. Livingston Street Orlando, FL 32801

Ship To
1595 Aspen Drive Davenport, FL 33837

**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to: 1. Install 1x play system and single bay w cant arm swing 2. Install 1x 30'x30'x10' Hip shade to go over the play system. 3. Install 2x benches with backs in ground. 4. Assemble 5x portable trash receptacles with liners and domes; one at playground and four at pool. 5. Install 48x 8" borders. 6. Install 14x pallets of rubber mulch for a 36x52' area. 7. install one 40x16x10 curved cantilever Shade at Pool			
	<b>**PLAY EQUIPMENT**</b>			
21-QS-PKP018N	PKP018N-Rose Creek - Neutral	1	13,399.00	13,399.00
21-QS-PSW110...	PSW110WS-1 Bay 1 Cantilever - Frame with Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,299.00	1,299.00
Shipping	Combined Shipping and Freight Charges	1	2,396.40	2,396.40
	<b>**SHADE STRUCTURE**</b>			
21-SD303010IG	30x30x10' Height -INGROUND - WITH GLIDE-SQUARE	1	8,216.00	8,216.00
CSSD	Custom Shade Design-Curved Cantilever 40x16x10	1	17,716.10	17,716.10

**Subtotal:****Sales Tax: (7.5%)****Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

Date	Estimate #
10/11/2021	13406

Project Name
Forest Lake Amenity Center play...

Customer / Bill To	Ship To
Forest Lake CDD Jill Burns 219 E. Livingston Street Orlando, FL 32801	1595 Aspen Drive Davenport, FL 33837

**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
ENGDRAW	Engineered Drawings for Permitting	1	900.00	900.00
ENGDRAW	Engineered Drawings for Permitting	1	1,080.00	1,080.00
Shipping	Combined Shipping and Freight Charges	1	1,820.00	1,820.00
	<b>**SITE FURNISHINGS**</b>			
21-B6WBULS	6' UltraLeisure- Standard Bench with Back, In-Ground Mount	2	498.00	996.00
21-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	5	161.00	805.00
21-LINER 32-BL...	Plastic Liner - Black Color	5	59.00	295.00
21-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	5	411.00	2,055.00
CLR	Colors:BLACK			0.00
Shipping	Combined Shipping and Freight Charges	1	1,560.00	1,560.00
	<b>**SURFACING MATERIALS**</b>			
GFAB	Weed Barrier	1,008	0.20	201.60
LPIN	Landscape pins for securing underlayment	1	55.00	55.00
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	14	328.00	4,592.00
APS-Border 8	APS-Border 8 - 8" Border Timber With Spike - Black	48	26.99938	1,295.97
Shipping	Combined Shipping and Freight Charges	1	1,319.00	1,319.00
	<b>**RAW MATERIALS**</b>			
CC80	Concrete for Anchoring - Delivered Cost	58	8.40	487.20

**Subtotal:****Sales Tax: (7.5%)****Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

Project Name
Forest Lake Amenity Center play...

Date	Estimate #
10/11/2021	13406

Customer / Bill To
Forest Lake CDD Jill Burns 219 E. Livingston Street Orlando, FL 32801

Ship To
1595 Aspen Drive Davenport, FL 33837

**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
FBLOCK	Footer Blocks	34	2.00	68.00
RBAR5	No. 5 Rebar	310	1.75	542.50
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00
	<b>**PERMIT, RENTALS &amp; LABOR**</b>			
FLIFTDAY	Telescopic Fork Lift Daily Rental	2	1,308.10	2,616.20
MINEXDAY	Mini Excavator Daily Rental	1	577.85	577.85
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	3	725.00	2,175.00
LBR	Labor and Installation - Play Equipment, Site Furnishings and Surfacing	1	9,271.88	9,271.88
LBR	Labor and Installation - Shade Structure	1	12,980.63	12,980.63
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00
DSC	Discount		-4,621.33	-4,621.33

**Subtotal:** \$89,999.00**Sales Tax: (7.5%)** \$0.00**Total:** \$89,999.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# FOREST LAKE AMENITY CENTER PLAYGROUND

## PLAYGROUND EQUIPMENT

- Rose Creek Play System- PKP018
- 30' X 30' X 10' Square Hip End Shade Structure
- 1 Bay- 1 Cantilever Single Post Swing- PSW110
- (2) X 6' Standard Bench with Back
- (5) X 32 Gallon Receptacle with Liner and Dome
- 40'X 16'X 10' Curved Cantilever Shade

## PLAYGROUND INFORMATION

### ROSE CREEK PLAY SYSTEM

SKU: PKP018  
Quantity: 1  
Use Zone: 28' 6" X 33' 3"  
Age Group: 2 to 12 Years



### SQUARE HIP END SHADE STRUCTURE

Model: Square-Hip-End  
Quantity: 1  
Size: 30' x 30'  
Entry Height: 10'



### 1 BAY- 1 CANTILEVER SINGLE POST SWING

SKU: PSW110  
Quantity: 1



### 6' STANDARD BENCH WITH BACK

SKU: B6WBRCS  
Quantity: 2



### 32 GALLON RECEPTACLE WITH LINER AND DOME

SKU: TR32  
Quantity: 1



### CURVED CANTILEVER SHADE

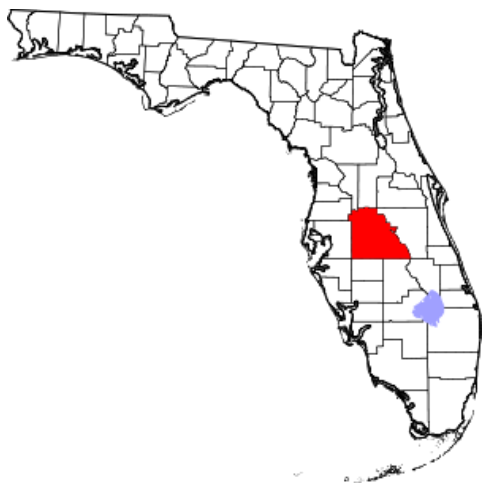
Quantity: 1  
Size: 40' X 16' X 10'



ProPlaygrounds, The Play  
and Recreation Experts  
1-800-573-PLAY  
www.proplaygrounds.com

**PROJECT NAME:**  
FOREST LAKE  
AMENITY CENTER  
PLAYGROUND  
PROJECT

**ADDRESS:**  
1595 ASPEN AVE,  
DAVENPORT,  
FL 33837



REVISION:  
2

DRAWN BY: MM

DATE: 10.11.2021

SHEET 1 OF 3



FOREST LAKE AMENITY CENTER PLAYGROUND



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PROJECT NAME:

FOREST LAKE  
AMENITY CENTER  
PLAYGROUND  
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ADDRESS:

1595 ASPEN AVE,  
DAVENPORT,  
FL 33837



TOTAL SURFACING  
AREA:

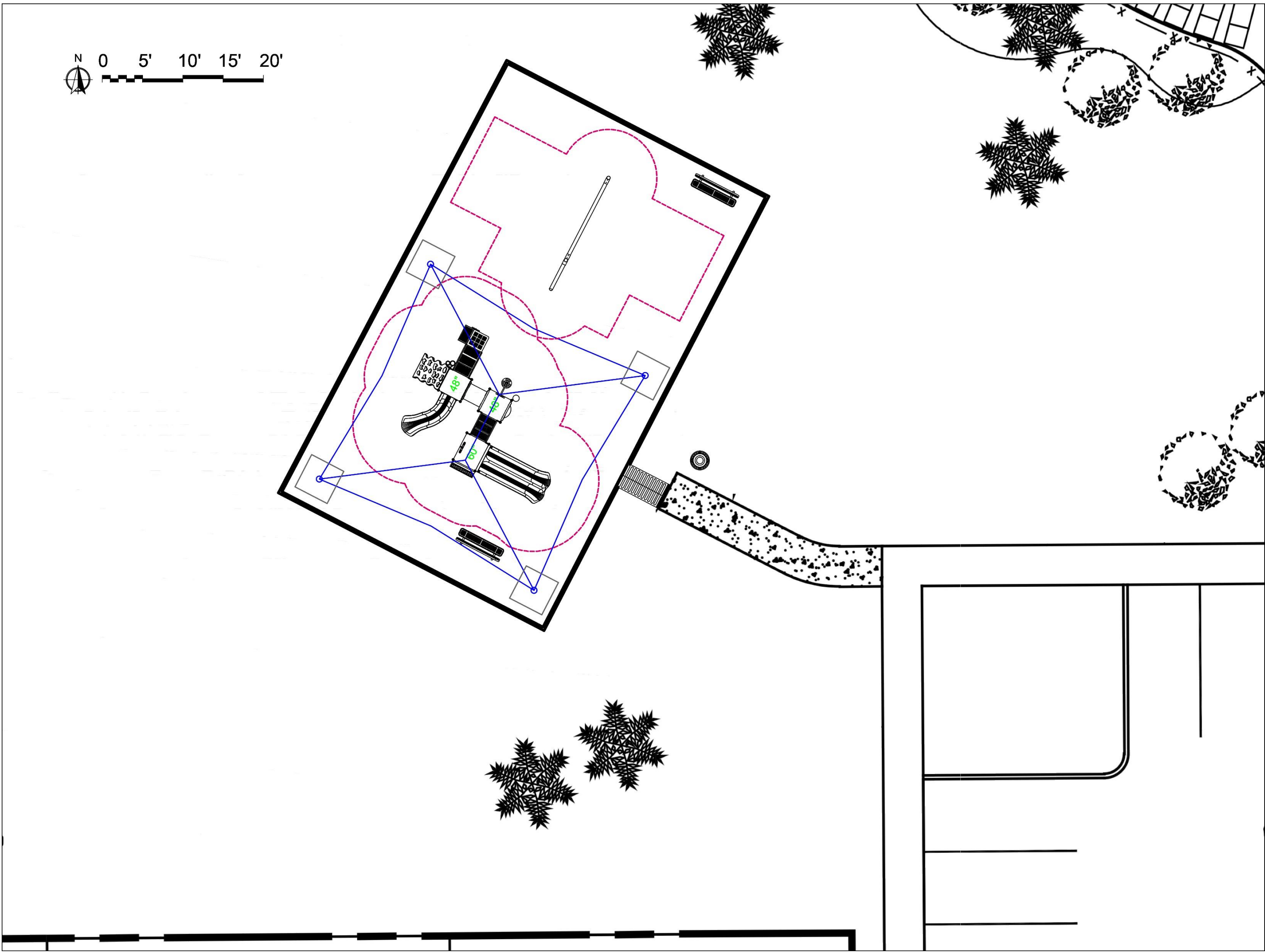
2,160 SQ.FT.  
(36' X 60')

REVISION:  
2

DRAWN BY: MM

DATE: 10.11.2021

SHEET 2 OF 3



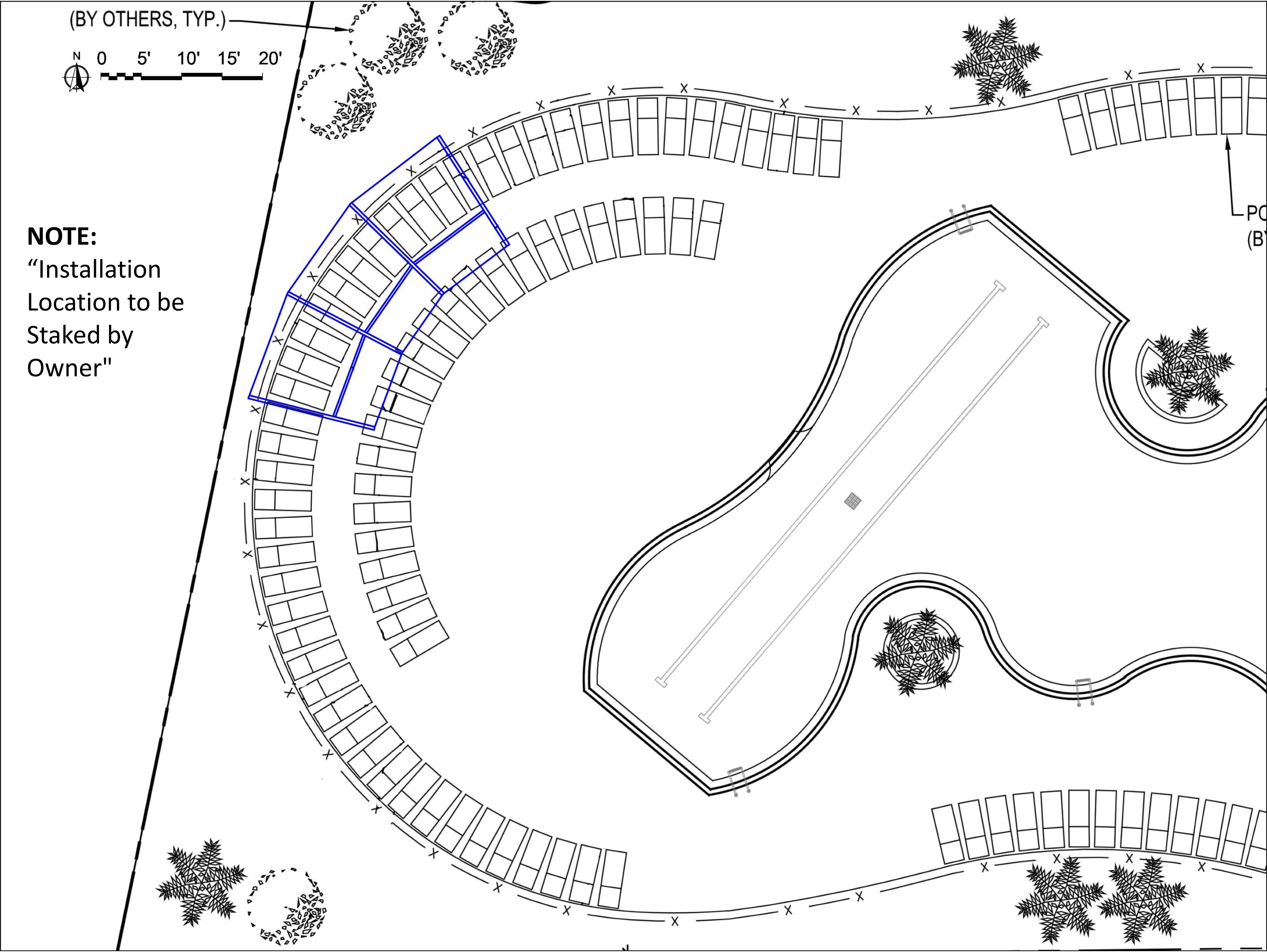
PLAYGROUND EQUIPMENT

- Rose Creek Play System- PKP018
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JB



FOREST LAKE AMENITY CENTER PLAYGROUND



PLAYGROUND EQUIPMENT

- 40'X 16'X 10' Curved Cantilever Shade



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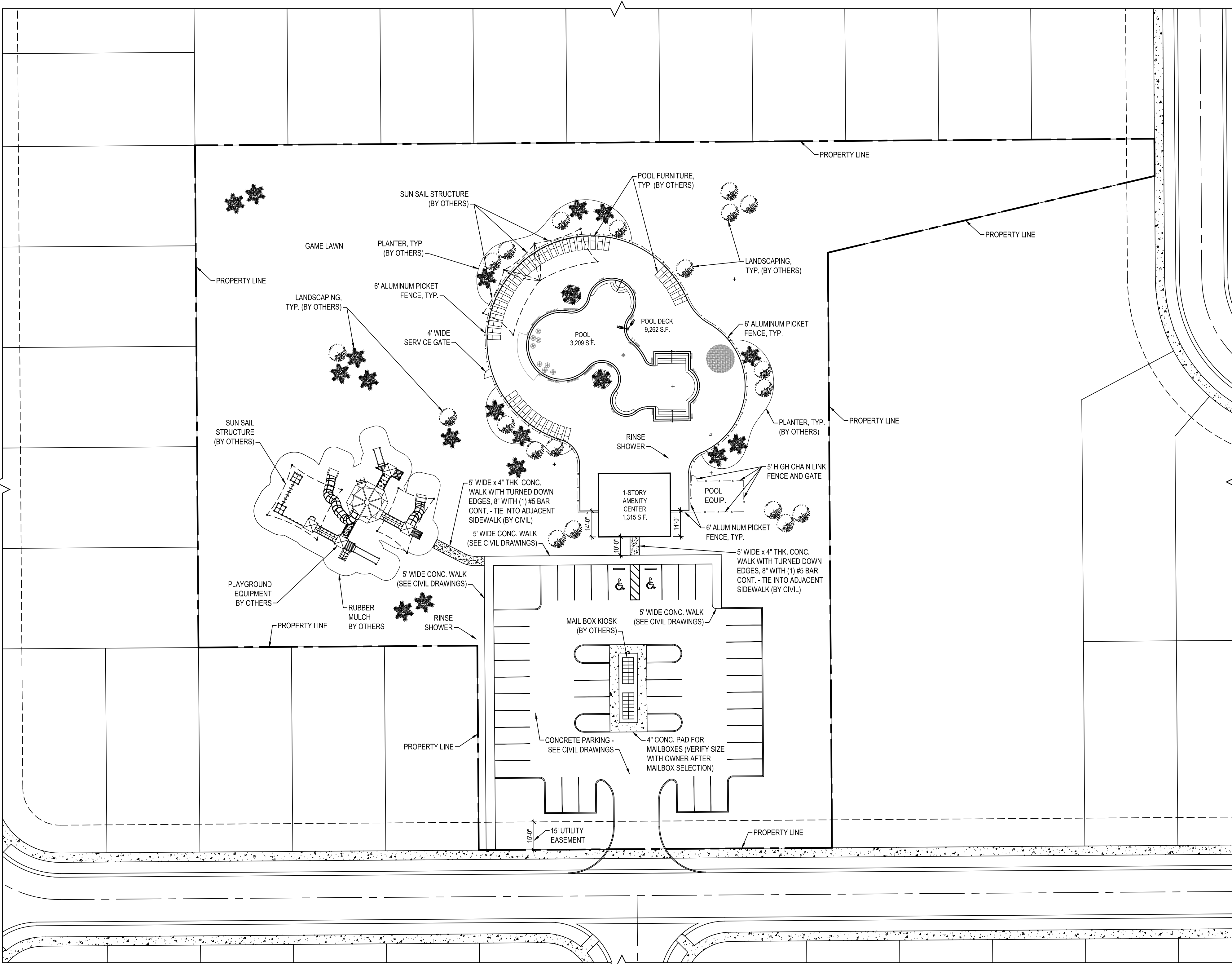


REVISION:  
2

DRAWN BY: MM

DATE: 10.11.2021

SHEET 3 OF 3



ARCHITECTURAL SITE PLAN  
SCALE: 1/32" = 1'-0"

GENERAL NOTES

- A. REFERENCE CIVIL DRAWINGS BY WOOD & ASSOCIATES ENGINEERING, LLC.  
B. REFERENCE POOL DRAWINGS BY G.B. COLLINS ENGINEERING, PA.  
C. PARKING LOT LIGHTING TO BE PROVIDED BY DUKE ENERGY.

ALLOWANCE SCHEDULE

1. PROVIDE ALLOWANCE OF \$100,000 FOR LANDSCAPING, IRRIGATION, SIGNAGE AND TRASH CAN(S).  
2. PROVIDE ALLOWANCE OF \$25,000 FOR ENGINEERED & PERMITTED SUN SAIL STRUCTURES.

CHAIN LINK FENCE SPECIFICATION

- FABRIC: 60" 6 GA. EXTRUDED VINYL (2" MESH) BLACK. TOP AND BOTTOM WIRE ENDS TO BE KNUCKLE SELVAJE AT ALL LOCATIONS (THEN GALVANIZED) TO ELIMINATE SHARP EDGES.
- TOP RAIL: 1 5/8" O.D. VINYL COATED FULL WEIGHT PIPE, 2.27 LBS. PER FOOT. TOP RAIL 21" IN LENGTH, JOINED WITH 1 5/8" MASTER COLOR SLEEVE.
- LINE POST: 1 7/8" O.D. VINYL COATED FULL WEIGHT PIPE, 2.72 LBS. PER FOOT. LINE POSTS SET 10' ON CENTER MAXIMUM SPACING. CONCRETE FOOTING: 6" DIAMETER, 24" DEPTH.
- TERMINAL POST: 2 3/8" O.D. VINYL COATED FULL WEIGHT PIPE, 3.65 LBS. PER FOOT. CONCRETE FOOTING: 8" DIAMETER, 24" DEPTH.
- BRACING: TERMINAL POSTS BRACED AND TRUSSED TO THE NEAREST LINE POST WITH 1 5/8" O.D. VINYL COATED FULL WEIGHT PIPE AND MASTER COLOR 3/8" TRUSS ROD & MASTER COLOR TRUSS ROD TIGHTENER.
- TENSION WIRE: 7 GA. COIL SPRING GALVANIZED TENSION WIRE ATTACHED TO BOTTOM OF FENCE FABRIC WITH 9 GA. ALUMINUM HOG RING SPACED 24" ON CENTER.
- FITTINGS: MASTER COLOR REGULAR BRACE BAND & CARRIAGE BOLT, MASTER COLOR STEEL RAIL-END, MASTER COLOR STEEL EYE-TOP, MASTER COLOR ALUMINUM CAP, 3/16" X 5/8" TENSION BAR, MASTER COLOR REGULAR TENSION BAND & CARRIAGE BOLT.
- TIE WIRE: 8 1/4" 9 GA. MASTER COLOR TIE WIRE SPACED 15' ON CENTER FOR LINE POSTS & 24' ON CENTER FOR RAILS.
- POST FOOTING: CONCRETE 2,500 PSI.

Furr,  
Wegman &  
Banks  
Architects, P.A.

625 EAST ORANGE ST.  
LAKELAND, FL 33801  
E-MAIL: INFO@FWBARCHITECTS.COM  
WWW.FWBARCHITECTS.COM  
PH: 863.688.1211

THE DESIGN AND CONCEPTS DIRECTED HEREIN ARE THE SOLE PROPERTY OF FURR, WEGMAN & BANKS ARCHITECTS, P.A. NO REPRODUCTION, IN WHOLE OR IN PART, OF THIS DRAWING IS ALLOWED WITHOUT THE WRITTEN PERMISSION OF FURR, WEGMAN & BANKS ARCHITECTS, P.A.

NOT FOR  
CONSTRUCTION

REVISION DESCRIPTION - THIS SHEET ONLY	DATE
1	
2	
3	
4	
5	
6	
7	

ARCHITECTURAL SITE PLAN  
FOREST LAKE AMENITY CENTER  
DAVENPORT, FLORIDA  
PHASE: 100% REVIEW CONSTRUCTION DOCUMENTS  
DATE: 12/08/2020

PROJ MGR: KAG  
CKD BY: MBF

JOB NUMBER: 19-48  
SHEET NUMBER:

AS101

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**WHFS, LLC**

346 E. Central Avenue

Winter Haven, FL 33880

Re: Schedule of Property No. 1, dated \_\_\_\_\_, 2022, to Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of \_\_\_\_\_, 2022, between WHFS, LLC, as Lessor, and the Forest Lake Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Pool Furniture and Playground Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: \_\_\_\_\_

LESSEE:

Forest Lake Community Development District

By \_\_\_\_\_

Title \_\_\_\_\_



**EXHIBIT C**

**CERTIFICATE**

The undersigned, a duly elected Chairman of the Board of Supervisors of the Forest Lake Community Development District, certified as follows:

A. The following listed persons are duly elected and acting officials of the Forest Lake Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture and Playground Equipment Lease/Purchase Agreement dated as of \_\_\_\_\_, 2022 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and WHFS, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

## SECTION IX

# SECTION C

# Forest Lake CDD

## Field Management Report



April 05, 2022  
Clayton Smith  
Field Services Manager  
GMS

# Complete

## Landscape Review and General Maint.

- 📌 Reviewing landscape maintenance with the contractor.
- 📌 Amenity area has been added to scope and is now being maintained.
- 📌 Cleaned up broken glass in amenity parking area.





# Complete

## Amenity Review

- 📌 Amenity has officially opened.
- 📌 Monitoring maintenance contracts.
- 📌 Key card system is in place.



# Upcoming

## Mailbox Lighting

- Assessing lighting needs and preparing proposal for solar lights at mailboxes.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith



# SECTION D

# SECTION 1

**Forest Lake**  
**Community Development District**

Summary of Checks

February 22, 2022 to March 28, 2022

Bank	Date	Check No.'s	Amount
General Fund	2/22/22	159	\$ 275,949.47
	3/7/22	160-163	\$ 8,604.71
	3/9/22	164	\$ 1,342.00
	3/16/22	165-171	\$ 9,069.21
			<hr/> \$ 294,965.39
			<hr/> <b>\$ 294,965.39</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
2/22/22	00030	2/22/22 02222022	202202 300-20700-10000	ASSESSMENT TRNF SER2020	*	275,949.47	
				FOREST LAKE CDD C/O US BANK			275,949.47 000159
3/07/22	00023	2/18/22 02182022	202202 330-57200-43200	1595 ASPEN DR - FEB 22	*	280.11	
				CITY OF HAINES CITY			280.11 000160
3/07/22	00016	3/01/22 5503	202203 320-53800-46200	LANDSCAPE MAINT - MAR 22	*	3,386.00	
				PRINCE & SONS INC.			3,386.00 000161
3/07/22	00028	3/01/22 15729	202203 330-57200-48500	POOL SERVICE - MAR 22	*	1,350.00	
				RESORT POOL SERVICES			1,350.00 000162
3/07/22	00026	3/01/22 20241858	202203 330-57200-34500	60% DEPOSIT FOR 5 CAMERAS	*	3,588.60	
				SOUTHEAST WIRING SOLUTIONS INC			3,588.60 000163
3/09/22	00014	2/10/22 1264	202201 300-20700-10100	FY22 SER20 FR#8	*	1,342.00	
				KE LAW GROUP, PLLC			1,342.00 000164
3/16/22	00005	3/01/22 AR030120	202203 310-51300-11000	SUPERVISOR FEE 3/1/22	*	200.00	
				ANDREW RHINEHART			200.00 000165
3/16/22	00001	2/28/22 43	202201 330-57200-48000	TRASH CLEANUP/REPAIR FENC	*	120.00	
		2/28/22 44	202201 320-53800-48000	INSTALL POOL GATE LATCH	*	160.00	
		3/01/22 41	202203 310-51300-34000	MANAGEMENT FEES MAR 22	*	3,004.17	
		3/01/22 41	202203 310-51300-35100	WEBSITE ADMIN MAR 22	*	100.00	
		3/01/22 41	202203 310-51300-35200	INFO TECHNOLOGY MAR 22	*	150.00	
		3/01/22 41	202203 310-51300-31300	DISSEMINATION MAR 22	*	500.00	
		3/01/22 41	202203 330-57200-48300	AMENITY ACCESS MAR 22	*	416.67	
		3/01/22 41	202203 310-51300-51000	OFFICE SUPPLIES	*	3.04	
		3/01/22 41	202203 310-51300-42000	POSTAGE	*	11.30	

FORL FOREST LAKE CD CWRIGHT

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		3/01/22 41	202203 310-51300-42500		*	10.50	
		COPIES					
		3/01/22 42	202203 320-53800-12000		*	1,250.00	
		FIELD MANAGEMENT MAR 22					
		3/01/22 42	202203 330-57200-48000		*	94.05	
		MAINTENANCE MATERIALS					
GOVERNMENTAL MANAGEMENT SERVICES-							5,819.73 000166
3/16/22 00014		3/11/22 1625	202202 310-51300-31500		*	2,249.48	
		GENERAL COUNSEL - FEB 22					
KE LAW GROUP, PLLC							2,249.48 000167
3/16/22 00006		3/01/22 LS030120	202203 310-51300-11000		*	200.00	
		SUPERVISOR FEE 3/1/22					
LAUREN OAKLEY SCHWENK							200.00 000168
3/16/22 00003		3/01/22 MC030120	202203 310-51300-11000		*	200.00	
		SUPERVISOR FEE 3/1/22					
MATTHEW CASSIDY							200.00 000169
3/16/22 00004		3/01/22 PM030120	202203 310-51300-11000		*	200.00	
		SUPERVISOR FEE 3/1/22					
PATRICK MARONE							200.00 000170
3/16/22 00007		3/01/22 RH030120	202203 310-51300-11000		*	200.00	
		SUPERVISOR FEE 3/1/22					
RENNIE HEATH							200.00 000171
TOTAL FOR BANK A						294,965.39	
TOTAL FOR REGISTER						294,965.39	

## SECTION 2

***Forest Lake***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2022***



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**Forest Lake**  
**Community Development District**  
**Combined Balance Sheet**  
**February 28, 2022**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u><b>Cash:</b></u>				
Operating Account	\$ 425,827	\$ -	\$ -	\$ 425,827
<u><b>Series 2020</b></u>				
Reserve	\$ -	\$ 249,131	\$ -	\$ 249,131
Revenue	\$ -	\$ 275,991	\$ -	\$ 275,991
Prepayments	\$ -	\$ 1,439	\$ -	\$ 1,439
Due from Developer	\$ 45,000	\$ -	\$ -	\$ 45,000
Due from Debt Service	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ 219,270	\$ -	\$ 219,270
<b>Total Assets</b>	<b>\$ 470,826</b>	<b>\$ 745,831</b>	<b>\$ 0</b>	<b>\$ 1,216,658</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 2,810	\$ -	\$ -	\$ 2,810
Due to Debt Service	\$ 219,270	\$ -	\$ -	\$ 219,270
<b>Total Liabilities</b>	<b>\$ 222,080</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 222,080</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service	\$ -	\$ 745,831	\$ -	\$ 745,831
Capital Projects	\$ -	\$ -	\$ 0	\$ 0
Unassigned	\$ 248,747	\$ -	\$ -	\$ 248,747
<b>Total Fund Balances</b>	<b>\$ 248,747</b>	<b>\$ 745,831</b>	<b>\$ 0</b>	<b>\$ 994,578</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 470,826</b>	<b>\$ 745,831</b>	<b>\$ 0</b>	<b>\$ 1,216,658</b>

**Forest Lake**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
<b><u>Revenues</u></b>				
Assessments - Tax Roll	\$ 270,152	\$ 268,451	\$ 268,451	\$ -
Assessments - Direct Bill	\$ 58,278	\$ 43,708	\$ -	\$ (43,708)
<b>Total Revenues</b>	<b>\$ 328,430</b>	<b>\$ 312,158</b>	<b>\$ 268,451</b>	<b>\$ (43,708)</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 3,000	\$ 2,000
Engineering	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Attorney	\$ 30,000	\$ 12,500	\$ 7,722	\$ 4,778
Annual Audit	\$ 4,500	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 900	\$ 900	\$ 450	\$ 450
Dissemination	\$ 6,000	\$ 2,500	\$ 3,000	\$ (500)
Trustee Fees	\$ 7,100	\$ 4,041	\$ 4,041	\$ -
Management Fees	\$ 36,050	\$ 15,021	\$ 15,021	\$ (0)
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 500	\$ -
Telephone	\$ 300	\$ 125	\$ -	\$ 125
Postage & Delivery	\$ 1,000	\$ 417	\$ 38	\$ 378
Insurance	\$ 5,500	\$ 5,500	\$ 5,175	\$ 325
Printing & Binding	\$ 1,000	\$ 417	\$ 16	\$ 401
Legal Advertising	\$ 10,000	\$ 4,167	\$ 1,442	\$ 2,725
Other Current Charges	\$ 5,000	\$ 2,083	\$ 244	\$ 1,839
Office Supplies	\$ 625	\$ 260	\$ 18	\$ 242
Travel Per Diem	\$ 660	\$ 275	\$ -	\$ 275
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Subtotal General &amp; Administrative:</b>	<b>\$ 143,810</b>	<b>\$ 65,880</b>	<b>\$ 46,592</b>	<b>\$ 19,288</b>

**Forest Lake**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
<b><u>Operations and Maintenance</u></b>				
<b>Field Expenditures</b>				
Property Insurance	\$ 5,000	\$ 5,000	\$ 4,686	\$ 314
Field Management	\$ 15,000	\$ 6,250	\$ 3,125	\$ 3,125
Landscape Maintenance	\$ 40,000	\$ 16,667	\$ 15,124	\$ 1,543
Landscape Replacement	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Streetlights	\$ 15,000	\$ 6,250	\$ 6,516	\$ (266)
Electric	\$ 5,000	\$ 2,083	\$ 1,894	\$ 190
Water & Sewer	\$ 3,000	\$ 1,250	\$ -	\$ 1,250
Sidewalk & Asphalt Maintenance	\$ 500	\$ 208	\$ -	\$ 208
Irrigation Repairs	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
General Repairs & Maintenance	\$ 5,000	\$ 2,083	\$ 160	\$ 1,923
Contingency	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
<b>Subtotal Field Expenditures</b>	<b>\$ 96,000</b>	<b>\$ 42,917</b>	<b>\$ 31,505</b>	<b>\$ 11,412</b>
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 14,400	\$ 6,000	\$ -	\$ 6,000
Amenity - Water	\$ 3,500	\$ 1,458	\$ 610	\$ 849
Playground Lease	\$ 14,000	\$ 5,833	\$ -	\$ 5,833
Internet	\$ 3,000	\$ 1,250	\$ -	\$ 1,250
Pest Control	\$ 720	\$ 300	\$ -	\$ 300
Janitorial Services	\$ 8,500	\$ 3,542	\$ -	\$ 3,542
Security Services	\$ 10,000	\$ 4,167	\$ 2,000	\$ 2,167
Pool Maintenance	\$ 18,000	\$ 7,500	\$ 1,350	\$ 6,150
Amenity Access Management	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Amenity Repairs & Maintenance	\$ 1,000	\$ 417	\$ 145	\$ 272
Contingency	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
<b>Subtotal Amenity Expenditures</b>	<b>\$ 85,620</b>	<b>\$ 35,675</b>	<b>\$ 4,105</b>	<b>\$ 31,570</b>
<b>Total Expenditures</b>	<b>\$ 325,430</b>	<b>\$ 144,472</b>	<b>\$ 82,201</b>	<b>\$ 62,271</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 3,000</b>		<b>\$ 186,250</b>	
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ (3,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (3,000)</b>		<b>\$ -</b>	
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 186,250</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 62,497</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 248,747</b>	

**Forest Lake**  
**Community Development District**  
**Debt Service Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2022**

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
<b>Revenues</b>				
Special Assessments	\$ 505,199	\$ 495,220	\$ 495,220	\$ -
Interest	\$ -	\$ -	\$ 9	\$ 9
<b>Total Revenues</b>	<b>\$ 505,199</b>	<b>\$ 495,220</b>	<b>\$ 495,229</b>	<b>\$ 9</b>
<b>Expenditures:</b>				
Interest Expense - 11/1	\$ 168,338	\$ 168,337	\$ 168,337	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 120,000	\$ (120,000)
Principal Expense - 5/1	\$ 170,000	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ 168,338	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 506,675</b>	<b>\$ 168,337</b>	<b>\$ 288,337</b>	<b>\$ (120,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (1,476)</b>		<b>\$ 206,891</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 168,365</b>		<b>\$ 538,940</b>	
<b>Fund Balance - Ending</b>	<b>\$ 166,889</b>		<b>\$ 745,831</b>	

**Forest Lake**  
**Community Development District**  
**Capital Projects Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
<b>Revenues</b>				
Developer Contribution	\$ -	\$ -	\$ 315,147	\$ 315,147
Interest	\$ -	\$ -	\$ 3	\$ 3
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 315,150</b>	<b>\$ 315,150</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 315,077	\$ (315,077)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 315,077</b>	<b>\$ (315,077)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 73</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (73)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 0</b>	

**Forest Lake**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - Tax Roll	\$ -	\$ -	\$ 83,404	\$ 66,184	\$ 118,863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	268,451
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,404</b>	<b>\$ 66,184</b>	<b>\$ 118,863</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>268,451</b>
<b>Expenditures:</b>													
<b><i>General &amp; Administrative:</i></b>													
Supervisor Fees	\$ -	\$ 1,800	\$ -	\$ 600	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 468	\$ 2,149	\$ 916	\$ 1,940	\$ 2,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,722
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Dissemination	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000
Trustee Fees	\$ 4,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,041
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,021
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	750
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 4	\$ -	\$ 3	\$ 12	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38
Insurance	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,175
Printing & Binding	\$ -	\$ -	\$ 12	\$ -	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16
Legal Advertising	\$ -	\$ 311	\$ 824	\$ 307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,442
Other Current Charges	\$ 73	\$ 35	\$ 43	\$ 41	\$ 51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	244
Office Supplies	\$ 0	\$ -	\$ 13	\$ 0	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	18
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Subtotal General &amp; Administrative:</b>	<b>\$ 19,640</b>	<b>\$ 8,050</b>	<b>\$ 5,565</b>	<b>\$ 6,654</b>	<b>\$ 6,683</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>46,592</b>

**Forest Lake**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Operations and Maintenance</b>													
<b>Field Expenditures</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 4,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,686
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,125
Landscape Maintenance	\$ 1,580	\$ 3,386	\$ 3,386	\$ 3,386	\$ 3,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,124
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 1,248	\$ 1,248	\$ -	\$ 1,248	\$ 2,773	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,516
Electric	\$ 525	\$ -	\$ 556	\$ 321	\$ 491	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,894
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Field Expenditures</b>	<b>\$ 3,978</b>	<b>\$ 5,259</b>	<b>\$ 4,567</b>	<b>\$ 5,740</b>	<b>\$ 11,961</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,505</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ 121	\$ 209	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 610
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Pool Maintenance	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Amenity Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 121</b>	<b>\$ 3,704</b>	<b>\$ 280</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,105</b>
<b>Total Expenditures</b>	<b>\$ 23,618</b>	<b>\$ 13,308</b>	<b>\$ 10,253</b>	<b>\$ 16,098</b>	<b>\$ 18,925</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 82,201</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (23,618)</b>	<b>\$ (13,308)</b>	<b>\$ 73,152</b>	<b>\$ 50,086</b>	<b>\$ 99,938</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 186,250</b>
<b>Other Financing Sources/(Uses)</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (23,618)</b>	<b>\$ (13,308)</b>	<b>\$ 73,152</b>	<b>\$ 50,086</b>	<b>\$ 99,938</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 186,250</b>

# Forest Lake

## Community Development District

### Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Interest Rate:	2.625%, 3.250%, 4.000%	
Maturity Date:	11/1/2051	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$249,269	
Reserve Fund Balance	\$249,131	
Bonds Outstanding - 09/29/20		\$8,845,000
Less: Special Call - 11/1/21		(\$120,000)
<b>Current Bonds Outstanding</b>		<b>\$8,725,000</b>



**Forest Lake**  
**Community Development District**  
**Special Assessment Receipt Schedule**  
**Fiscal Year 2022**

Gross Assessments	\$ 290,487.84	\$ 535,872.43	\$ 826,360.27
Net Assessments	\$ 270,153.69	\$ 498,361.36	\$ 768,515.05

**ON ROLL ASSESSMENTS**

							35.15%	64.85%	100.00%
							<i>Series 2020</i>		
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>Debt Service</i>	<i>Total</i>
12/14/21	ACH	\$2,052.44	(\$39.41)	(\$82.11)	\$0.00	\$1,930.92	\$678.77	\$1,252.15	\$1,930.92
12/17/21	ACH	\$2,052.44	(\$39.41)	(\$82.11)	\$0.00	\$1,930.92	\$678.77	\$1,252.15	\$1,930.92
12/31/21	ACH	\$256,694.68	(\$4,931.92)	(\$10,098.59)	\$0.00	\$241,664.17	\$84,951.45	\$156,712.72	\$241,664.17
12/31/21	1% Fee Adj	(\$8,263.60)	\$0.00	\$0.00	\$0.00	(\$8,263.60)	(\$2,904.88)	(\$5,358.72)	(\$8,263.60)
01/18/22	ACH	\$200,078.54	(\$3,842.34)	(\$7,961.36)	\$0.00	\$188,274.84	\$66,183.67	\$122,091.17	\$188,274.84
02/18/22	ACH	\$359,177.00	(\$6,900.67)	(\$14,143.36)	\$0.00	\$338,132.97	\$118,862.82	\$219,270.15	\$338,132.97
<b>TOTAL</b>		<b>\$ 452,614.50</b>	<b>\$ (8,853.08)</b>	<b>\$ (18,224.17)</b>	<b>\$ -</b>	<b>\$ 763,670.22</b>	<b>\$ 268,450.60</b>	<b>\$ 495,219.62</b>	<b>\$ 763,670.22</b>

<b>99%</b>	<b>Net Percent Collected</b>
<b>\$ 4,844.83</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

Winter Haven Management Services, LLC					
2022-01				\$58,276.96	\$58,276.96
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance
	12/1/21		\$29,138.48	\$0.00	\$0.00
	2/1/22		\$14,569.24	\$0.00	\$0.00
	5/1/22		\$14,569.24	\$0.00	\$0.00
			<b>\$58,276.96</b>	<b>\$0.00</b>	<b>\$0.00</b>