LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

March 25, 2025

BOARD OF SUPERVISORS

PUBLIC HEARINGS AND REGULAR MEETING AGENDA

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Lakes at Bella Lago Community Development District

OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

March 18, 2025

Board of Supervisors
Lakes at Bella Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Lakes at Bella Lago Community Development District will hold Public Hearings and a Regular Meeting on March 25, 2025 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
   A. Affidavit/Proof of Publication
   B. Consideration of Resolution 2025-06, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Lakes at Bella Lago Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

4. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Amenity Rules, Amenity Rates, and Disciplinary Rule Pursuant to Sections 120.54 and 190.035, Florida Statutes
   A. Affidavits of Publication
   B. Consideration of Resolution 2025-07, Adopting Amenity Rules and Policies; a Suspension and Termination Rule; Adopting Rates, Fees and Charges; Providing a Severability Clause; and Providing an Effective Date

5. Consideration of Vesta Property Services, Inc., Proposal for Field Operations and Maintenance Services

6. Consideration of Amendments to Fiscal Year 2025 Funding Agreements
   A. Mattamy Jacksonville LLC
   B. Meritage Homes of Florida, Inc.

7. Consideration of Yellowstone Landscape Irrigation Services Pre-Approval

8. Consideration of Acquisition of Amenity Improvements

9. Consideration of Resolution 2025-08, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date

10. Acceptance of Unaudited Financial Statements as of February 28, 2025

11. Approval of January 28, 2025 Regular Meeting Minutes

12. Staff Reports
   A. District Counsel: *Kilinski | Van Wyk, PLLC*
   B. District Engineer: *England-Thims & Miller, Inc.*
   C. District Manager: *Wrathell, Hunt and Associates, LLC*
      - NEXT MEETING DATE: April 22, 2025 at 10:00 AM
        - QUORUM CHECK

SEAT 1	D.J. SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JARRETT O'LEARY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,

Ernesto Torres
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3A

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement
Being a Lakes at Bella Lago CDD/ Legal Notice

In the matter of Notice of the District's Intent to Use the Uniform Method

LEGAL: 138400

Was published in said newspaper in the issues:

2/27/2025, 3/6/2025, 3/13/2025 and 3/20/2025

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Hugh Osteen III

Sworn to me and subscribed before me 03/20/2025

Christie Lou Wayne

CHRISTIE LOU WAYNE
MY COMMISSION # HH591294
EXPIRES: September 20, 2028

NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Lakes at Bella Lago Community Development District ("**District**") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on **Tuesday, March 25, 2025 at 10:00 a.m. at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073.** Such public hearing only affects the property recently added to the District made up of 20.03 acres +/- ("**Expansion Parcel**").

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments ("**Uniform Method**") to be levied by the District on properties to be located on the Expansion Parcel.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, which may consist of, among other things, stormwater management improvements, utilities, irrigation, landscape, roadways, and other lawful improvements or services within or without the boundaries of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing.

There may be occasions when Supervisors or District Staff may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010, at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Manager's Office.

A person who decides to appeal any decision made at the hearing with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Ernesto Torres
District Manager

Legal 138400 Published 2/27/2025, 3/6/2025, 3/13/2025 and 3/20/2025 in Clay County's Clay Today newspaper

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2025-06

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakes at Bella Lago Community Development District ("**District**") was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above-referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments ("**Uniform Method**"); and

WHEREAS, the District was established by the Board of County Commissioners for Clay County, Florida, by Ordinance 2023-7, adopted on January 24, 2023 ("**Establishing Ordinance**"); and

WHEREAS, the boundaries of the District were subsequently amended by Ordinance No. 2024-50, adopted on November 12, 2024 ("**Boundary Amendment Ordinance**"), adding approximately 20.03 acres of land to the District ("**Expansion Parcel**"); and

WHEREAS, the Board has previously adopted Resolution No. 2025-01, declaring the intent to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over the Expansion Parcel as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District's intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Clay County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all lands in the District, including specifically the Expansion Parcel as further described in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Lakes at Bella Lago Community Development District, upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the Uniform Method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the Uniform Method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Clay County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 25th day of March, 2025.

ATTEST:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of Expansion Parcel

Exhibit A

Legal Description of Expansion Parcel

EXHIBIT A

Expansion Parcel

LEGAL DESCRIPTIONS PER OFFICIAL RECORD BOOK 3469. PAGE 215:

A PARCEL OF LAND SITUATED IN SECTION 26, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE THEREOF, NORTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, 5468.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE OF SECTION 23, SAID TOWNSHIP 5 SOUTH, RANGE 25 EAST, NORTH 01 DEGREE 46 MINUTES 34 SECONDS EAST, 1648.49 FEET TO THE SOUTH LINE OF COUNT ROAD NO. 739-B; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, 1187.50 FEET; THENCE CONTINUE ON SAID SOUTH LINE, AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET,AN ARC DISTANCE OF 556.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 45 MINUTES 14 SECONDS EAST, 552.77 FEET; THENCE SOUTH 17 DEGREES 51 MINUTES OS SECONDS EAST, 2109.02 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 48 SECONDS EAST, 1777.15 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 31 SECONDS WEST, 913.41 FEET; THENCE SOUTH 04 DEGREES 30 MINUTES 42 SECONDS WEST, 719.64 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 36 SECONDS WEST, 803.35 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 57 SECONDS EAST, 603.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 02 MINUTES 45 SECONDS EAST, 761.92 FEET; THENCE SOUTH 02 DEGREES 13 MINUTES 00 SECONDS WEST, 903.91 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 875.05 FEET; THENCE NORTH 11 DEGREES 22 MINUTES 59 SECONOS EAST, 1335.28 FEET TD THE POINT OF BEGINNING

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES COVERING THE FOLLOWING DESCRIBED PORTION OF SAID SECTIONS 23 AND 26:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE THEREOF, NORTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, 5468.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE OF SECTION 23, SAID TOWNSHIP 5 SOUTH, RANGE 25 EAST, NORTH 01 DEGREE 46 MINUTES 34 SECONDS EAST, 1648.49 FEET TO THE SOUTH LINE OF COUNT ROAD NO. 739-8; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, 1187.50 FEET; THENCE CONTINUE ON SAID SOUTH LINE, AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET, AN ARC DISTANCE OF SS6.06 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 45 MINUTES 14 SECONDS EAST, 552.77 FEET; THENCE SOUTH 17 DEGREES 51 MINUTES 05 SECONDS EAST, 2109.02 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 48 SECONDS EAST, 1777.15 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 31 SECONDS WEST, 913.41 FEET; THENCE SOUTH 04 DEGREES 30 MINUTES 42 SECONDS WEST, 719.64 FEET; THENCE SOUTH 20 DEGREES 30 MINUTES 36 SECONDS WEST,

803.35 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 57 SECONDS EAST, 603.80 FEET; THENCE SOUTH S8 DEGREES 02 MINUTES 45 SECONDS EAST, 87.57 FEET; THENCE NORTH 14 DEGREES 47 MINUTES 57 SECONDS WEST, 437.68 FEET; THENCE NORTH 09 DEGREES 07 MINUTES 22 SECONDS WEST, 20S.03 FEET; THENCE NORTH 18 DEGREES 05 MINUTES 58 SECONDS EAST, 486.86 FEET; THENCE NORTH 20 DEGREES 30 MINUTES 36 SECONDS EAST, 300.08 FEET; THENCE NORTH 04 DEGREES 30 MINUTES 42 SECONDS EAST, 709.44 FEET; THENCE NORTH 39 DEGREES 00 MINUTES 31 SECONDS EAST, 504.39 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 36 SECONDS EAST, 300.58 FEET; THENCE NORTH 38 DEGREES 40 MINUTES 12 SECONDS EAST, 122.00 FEET; THENCE NORTH 51 DEGREES 19 MINUTES 48 SECONDS WEST, 1859.01 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 05 SECONDS WEST, 2101.99 FEET TO THE SOUTHERLY LINE OF SAID COUNTY ROAD NO. 739-B; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET, AN ARC DISTANCE OF 30.07 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 20 MINUTES 58 SECONDS WEST.

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4A

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement
Being a Lakes at Bella Lago CDD/ Legal Notice

In the matter of Notice of Rule Development

LEGAL: 136893

Was published in said newspaper in the issues:
2/13/2025

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Hugh Osteen III

Sworn to me and subscribed before me 02/13/2025

Christie Lou Wayne

CHRISTIE LOU WAYNE
MY COMMISSION # HH591294
EXPIRES: September 20, 2028

NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

NOTICE OF RULE DEVELOPMENT BY THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, and in connection with its anticipated ownership and operation of certain improvements, including recreational amenity facilities and improvements (hereinafter collectively referred to as the "Amenities"), the Lakes at Bella Lago Community Development District (the "District") hereby gives the public notice of its intent to: (1) establish rates, fees, and charges imposed on residents and non-residents utilizing the District's Amenities (collectively, the "Amenity Rates"); and (2) adopt rules establishing consequences for those who violate the District's Amenities Rules (the "Disciplinary Rule").
The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective District operations of the District's Amenities and other properties including by setting rules, rates and fees relevant to implementation of the provisions of Section 190.035, Florida Statutes. General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, Florida Statutes (2024), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, Florida Statutes (2024), as amended.
A copy of the proposed Amenity Rates and Disciplinary Rule may be obtained by contacting the District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010
Ernesto Torres, District Manager
Lakes at Bella Lago
Community Development District
Legal 136893 Published 2/13/2025 Published 2/13/2025 in Clay County's Clay Today newspaper

JACKSONVILLE
Daily Record
JaxDailyRecord.com

PROOF OF PUBLICATION
CLAY COUNTY

STATE OF FLORIDA,

S.S.

COUNTY OF Clay,

Before the undersigned authority personally appeared Nichol Stringer, who on oath says that she is the Publisher's Representative of the JACKSONVILLE DAILY RECORD, a weekly newspaper published at Orange Park, in Clay County, Florida; that the attached copy of advertisement, being a Notice of Rulemaking

in the matter of Lakes at Bella Lago Community Development District

in the Court, was published in said newspaper by print in the issues of 2/20/25.

Affiant further says that the JACKSONVILLE DAILY RECORD complies with all legal requirements for publication in Chapter 50, Florida Statutes.

*This notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Nichol Y. Stringer

Nichol Stringer

Sworn to and subscribed before me this 20th day of February, 2025 by Nichol Stringer who is personally known to me.

RHONDA L FISHER
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 599731
MY COMMISSION EXPIRES OCT. 03, 2028

Seal

Notary Public, State of Florida

See
Attached
(Page 1 of 2)

NOTICE OF RULEMAKING BY THE
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Lakes at Bella Lago Community Development District (the "District") on Tuesday, March 25, 2025 at 10:00 a.m. at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073. Prior notice of rule development was published in a newspaper of general circulation on February 14, 2025.

In accordance with Chapters 120 and 190, *Florida Statutes*, and in connection with its anticipated ownership and operation of certain District facilities and improvements (hereinafter collectively referred to as the "Amenities"), the District hereby gives the public notice of its intent to: (1) establish rates, fees, and charges imposed on residents and non-residents utilizing the District's Amenities (collectively, the "Amenity Rates"); and (2) adopt rules establishing consequences for those who violate the District's Amenities Rules (the "Disciplinary Rule").

The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective District operations of the District's Amenities and other properties by setting policies and fees relevant to implementation of the provisions of Section 190.035, *Florida Statutes*. General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, *Florida Statutes* (2024), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, *Florida Statutes* (2024), as amended. The proposed Amenity Rates include:

Fee	Proposed Range
Non-Resident Annual User Fee	$2,500.00 – $4,000.00
Replacement Access Card	$25.00 – $50.00
Returned Check/Insufficient Funds Fee	$50.00
Administrative Fee	Up to $500.00
Facility Rental Fee(s)	Refundable Deposit: $0-$500 Non-Refundable Rental Fee: $250
Amenity Transfer Fee (for Renters only)	$25.00 - $50.00

The proposed Disciplinary Rule and rates, fees and charges associated therewith may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The proposed Disciplinary Rule addresses use of access cards, provides for the suspension and termination of amenity access, **provides for an administrative reimbursement of up to Five Hundred Dollars ($500.00)**, provides for property damage reimbursement, provides authority for certain District staff to remove persons from the amenities, provides for hearings and appeal, and provides for other legal remedies. Specific legal authority for the rule includes Sections 190.035 (2), 190.011 (5) and 120.54, *Florida Statutes*.

A copy of the proposed Amenity Rates and Disciplinary Rule may be obtained by contacting the District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

Ernesto Torres, District Manager
Lakes at Bella Lago Community Development District
Feb. 20

00 (25-00063C)

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RULES AND POLICIES; A SUSPENSION AND TERMINATION RULE; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakes at Bella Lago Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which anticipates owning, operating and maintaining certain recreational amenity facilities and other improvements throughout the District (collectively, "**Facilities**"); and

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

WHEREAS, the Board desires to adopt rules, policies, rates and charges regarding use of the District's Facilities, rules relating to the suspension and/or termination of patrons' rights to utilize the Facilities, and rates applicable to patrons' use of the Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the rules, rates, fees, and charges attached hereto as **Composite Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the fees and rates outlined in **Composite Exhibit A** are 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 of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The rules and rates set forth in **Composite Exhibit A**, inclusive of policies, rates and fees, and disciplinary rule**,** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes.*

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 25th day of March, 2025.

ATTEST:	**LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Amenity Rules, Rates, and Disciplinary Rule

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

Adopted March 25, 2025[1]

[1] LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on March 25, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Lakes at Bella Lago Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

"Amenities" or "Amenity Facilities"– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the clubhouse, swimming pool, pool deck, playground, multi-use field, lakes/ponds, and parks, together with their appurtenant facilities and areas.

"Amenity Policies" or "Policies" and "Amenity Rates" – means these Amenity Policies and Rates of the Lakes at Bella Lago 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" – means the District Manager or that person or firm so designated by the District's Board of Supervisors, including their employees.

"Amenity Rates" – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

"Access Card" – means 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" – means the Board of Supervisors of the District.

"District" – means the Lakes at Bella Lago Community Development District.

"District Staff" – means the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

"Guest" – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

"Homeowners Association" or "HOA" or "POA" – means 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" – means 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 the District's request, proof of residency may be required by driver's license or state or federal issued form of identification, including a signed affidavit of residency.

"Lakes" – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

"Non-Resident" – means any person who does not own property within the District.

"Non-Resident Patron" – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

"Non-Resident User Fee" or "Annual User Fee" – means 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. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

"Patron" – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident's Rights and Privileges through execution of the "Assignment of Amenity Rights and Privileges" form.

"Renter" – means 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. Renters shall have Patron rights only upon execution of the "Assignment of Amenity Rights and Privileges" form.

"Resident" – means 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 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, as may be applicable.

(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 WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, 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. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.**

(3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments ("O&M Assessments") payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's privileges to use the Amenities. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive an Access Card.

(4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident 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 Non-Resident 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 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 may accompany its Guests during its Guests' use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests' adherence or failure to adhere,

to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a 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 on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, 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 upon notification of the District with sufficient proof of closing on a unit 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. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased 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, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

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. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

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 and/or posted at the applicable facility. 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 or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron 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. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.

(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 its 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, pond banks, roadsides, 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 ATVs), golf carts and other electric vehicles 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 / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.

(f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, 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.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be

required.

(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 into the Amenity Manager for storage in the lost and found, if one is available. 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.

(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 Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

(p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.

(q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.

(r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.

(s) **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.

(t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

(u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

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 Florida law, including 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 absent express permission by the District subject to the provisions herein. 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 the Amenities. 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 is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.

(2) **Swim at Your Own Risk.** Lifeguards are not 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.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.

(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, or who are experiencing diarrhea 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.

(7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.

(8) **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.

(9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.

(10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.

(11) **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. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.

(12) **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 except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.

(13) **Entrances.** Pool entrances must be kept clear at all times.

(14) **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.

(15) **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.

(16) **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.

(17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will 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.

(18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.

(19) **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 in writing.

MULTI-PURPOSE FIELD POLICIES

(1) **Hours**. The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours.

(2) **Eligible Users.** Patrons and Guests ten (10) years of age and older are permitted to use the Multi-Purpose Field. Children under ten (10) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field.

(3) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager, whose number is on the District's website.

(4) **Reservations**. This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.

(5) **General Policies.**

(a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.

(b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.

(c) Alcoholic beverages, glass containers and other breakable items are prohibited.

(d) The use of profanity or disruptive behavior is prohibited.

(e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).

(f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

(g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

(1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.

(2) Wading and swimming in District Lakes are prohibited.

(3) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.

(4) Pets are not allowed in District Lakes.

(5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.

(6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.

(7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.

(8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.

(9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.

(10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).

(11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

PLAYGROUND POLICIES

(1) Use at Own Risk. Patrons 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. Supervision by an adult eighteen (18) years and older is required for children twelve (12) 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, other than water in non-breakable containers as is reasonably necessary for reasonable hydration, 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. No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

RENTAL POLICIES

Patrons are permitted to rent certain Amenity Facilities within the District at the discretion of District Staff. Any Patron renting the facility must complete the rental application contained in **Exhibit D** and pay any rental fees required under such application. Patrons may also be required to provide additional documentation if outside vendors will be used on District property. Rental reservations may not be made more than three (3) months prior to the event. Please note that the Amenity Facilities are unavailable for private rentals on the following holidays:

Easter Sunday, Memorial Day, Fourth of July/Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

Patrons and Guests must follow all of the District's Amenity Policies while renting any portion of the Amenities. The District reserves the right to decline any requested rental and may cancel existing reservations if it is necessary for the health, safety, and welfare of Patrons and Guests.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)
Effective Date: March 25, 2025

In accordance with Chapters 190 and 120 of the Florida Statutes, and on March 25, 2025 at a duly noticed public meeting, the Board of Supervisors ("Board") of the Lakes at Bella Lago Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District ("Amenity Center" or "Amenity Facilities").

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District's Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District's Policies established for the safe operations of the District's Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors ("Board") and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

b. Failing to abide by the terms of rental applications;

c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;

d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District rules or policies (e.g., Amenity Policies);

g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;

i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

a. ***Immediate Suspension***. The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.

b. ***Notice of Suspension***. The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars ($500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or

other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the

suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

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 or invitees 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, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, 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, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means 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, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of 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 provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. 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.

Exhibit A: Amenity Rates
Exhibit B: Amenity Access Registration Form
Exhibit C: Assignment of Amenity Rights and Privileges

EXHIBIT A
AMENITY RATES

Fee	Approved Rate
Non-Resident Annual User Fee	Up to $2,500 - $4,000
Lost Access Card Replacement	$25.00 - $50.00
Returned Check/Insufficient Funds Fee	$50.00
Administrative Reimbursement	Up to $500
Facility Rental Fee(s)	Refundable deposit: $0 - $500.00 Nonrefundable rental fee: $250.00
Amenity Transfer Fee (for Renters only)	$25.00 - $50.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

[See following page.]

LAKES AT BELLA LAGO 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 Lakes at Bella Lago Community Development District ("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 damage caused by me, my family members and my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). 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 Amenities (as defined in the District's Amenity Policies and 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 Lakes at Bella Lago 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** of the Lakes at Bella Lago Community Development District.

_____ _____
Signature of Patron Date
(Parent or Legal Guardian if minor)

GUEST POLICY:

Please refer to the **Amenity Policies** for the most current policies regarding Guests.

PLEASE RETURN THIS FORM TO:
Lakes at Bella Lago Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Office: 1-877-276-0889
Email: info@lakesatbellalagocdd.net

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: _____

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by **all owners and co-owners** of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of $25.00 per Access Card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

_____ ("Property")
(Property address)

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date)_____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.

2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.

3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.

4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated March 25, 2025 and updated from time to time, to which they agree to follow.

5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Lakes at Bella Lago Community Development District fees and special assessments.

6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.

7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

_____	_____
Owner Signature (required)	**Witness Signature (required)**
_____	_____
Owner Printed Name (required)	**Witness Printed Name (required)**
_____	_____

(Additional Owners continue on separate page)

EXHIBIT D
AMENITY FACILITY RENTAL AGREEMENT

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT
RENTAL APPLICATION AND AGREEMENT

Name of Applicant:_____ Today's Date:_____

Street Address:_____

Contact: Phone:_____ Email: _____

Rental Area: The rental area is limited to: _____ ("Amenities").

Duration: ☐ Two Hours ☐ Three Hours ☐ Four Hours

Intended Use:_____

Date of Event:_____ Time:_____ to _____ Estimated Attendance: _____

Event Host (if different from above):_____ Phone /Email:_____

Indemnification:

I agree to indemnify, defend and hold harmless the Lakes at Bella Lago Community Development District ("District") and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Amenity Policies (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising any minor children and Guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other law.

_____ _____
Signature of Applicant Date

Acknowledgements (please initial by each):

1. _____ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Fee (as defined herein) have been received by District Staff and District Staff provides written approval that the reservation is approved.

2. _____ The reservation is limited to the Amenities for the intended use stated above. The District does not warrant or represent that the Amenities are safe and suitable for the intended use. The Applicant expressly acknowledges for itself and for all persons who will be utilizing the premises and Amenities in connection with the Applicant's purposes that the District is providing the premises and Amenities on an "as is" basis.

3. _____ The Applicant is fully aware of risks and hazards connected with being on the premises and participating in the rental of the Amenities, and fully aware that there may be risks and hazards unknown to the Applicant connected with being on the premises and participating in the rental of the Amenities, and hereby elects to voluntarily rent the Amenities, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to the Applicant and his/her property. The Applicant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury (including death) which may be sustained by the Applicant, or any loss or damage to property owned by the Applicant, as a result of being a renter of the Amenities, whether caused by contributory negligence of the District or otherwise.

4. _____ The District shall not provide any protection or supervision for the personal safety or security of any Patrons, invitees or Guests (as defined in the District's Amenity Rules) of any District property or Amenities. All Patrons, Guests, and invitees use such District facilities and Amenities at their own risk. All Patrons, Guests, and invitees are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants. bees, wasps, and other stinging or insects (collectively "Wildlife") may inhabit or enter the District facilities and Amenities and may pose a threat to persons, pets, and/or property.

5. _____ As a condition of their use of the Amenities, all Patrons, Guests, and invitees are hereby notified, and understand and agree, that the District is under no duty to protect against and do not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District facilities or Amenities. All Patrons, Guests, and invitees entering or using any District facilities and Amenities do so at their own risk.

6. _____ The rental duration includes set-up and post-event clean up and applies to all Guests in attendance. The standard Guest policy outlined in the District's Amenity Rules applies outside the scheduled rental time and to all other District Amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.

7. ____ The interior and exterior of the Amenities are under closed circuit television surveillance.

8. ____ Rental Fee and Refundable Deposit: A refundable deposit of $____ is required to reserve any of the District's Amenities. Additionally, a non-refundable rental fee of $250 will be charged for rental of the Amenities ("Rental Fee"). Additionally, a $___/hour facility attendant fee shall be paid along with the Rental Fee (minimum of two hours) (collectively, the "Fee"). A check shall be made out to the "Lakes at Bella Lago Community Development District" and submitted to District staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Fee.

9. ____ Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in accordance with the District's Policies. Proof of liability insurance acceptable to the District is required.

10. ____ Additional fees may be assessed if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Amenities.

11. ____ The Applicant has reviewed, fully understand, and agree to abide by, the District's Policies.

12. ____ The Applicant understands that at the conclusion of my rental period, he/she is responsible for the following clean-up tasks:
    a. Remove all garbage, place in dumpster, and replace garbage liners;
    b. Remove all decorations, event displays, and materials;
    c. Return all furniture and other items to their original position;
    d. Wipe off tabletops; and
    e. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Staff.

13. ____ The following items are not permitted within the Amenities:
    a. Glitter, confetti, or silly string;
    b. Tacks, adhesive putty, scotch tape or any other wall damaging material;
    c. Lit decorative candles (excluding cake candles).

14. ____ The Applicant agrees to complete any additional documentation required by the District in conjunction with bringing in any outside vendors for the event (e.g. food trucks).

15. ____ The District reserves the right to cancel the rental if it necessary to protect the health, safety, and welfare of Patrons, Guests, and invitees (e.g. severe weather, health pandemics).

16. ____ The Applicant agrees to provide any necessary Certificate of Insurance required by the District from the Applicant or associated outside vendor. The type of insurance and coverage requirements shall be determined by District Staff after reviewing the rental application.

Alcohol:

Will alcohol be served/consumed? Check one: ☐ Yes, served; ☐ Yes, BYOB; ☐ No

If you answered "yes" for either served or BYOB alcohol above, please initial below:

1. ____ The Applicant understands that if he/she intends to personally serve or sell alcohol, he/she must hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the District Manager prior to the event.

2. ____ The Applicant understands that he/she is solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and agrees to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property. The Applicant understands that any violations of the rules of this agreement or the District's Amenity Rules may cause the Applicant to lose all or a portion of their deposit monies and result in further penalties or legal action.

3. ____ The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately, and the District also reserves the right to call law enforcement to enforce the same.

4. ____ If event liability insurance coverage is required, the Lakes at Bella Lago Community Development District is to be named on the policy as an additional insured party as follows: Lakes at Bella Lago Community Development District and its supervisors, District Manager, agents, officers, staff, and contractors.

[Continued on following page.]

5. ____ I have reviewed and agree to comply with the insurance requirements below:

	BYOB	Served/Sold
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired.
Insurance	None required if resident only and with up to four authorized guests. Otherwise, a Homeowner's Insurance Rider/Endorsement providing special event coverage.	Event liability insurance: • $250,000 Property Damage; • $1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured

District Use Only:

Fee Amount: $_____ Check #: _____ Date: _____

Facility Attendant Amount: $_____ Check #: _____ Date: _____

Insurance Certificate Provided: Yes ____ / N/A ____

Proof of Licensed and Insured Alcohol Vendor Provided: Yes ____ / N/A ____

Bounce House/Outside Vendor Insurance Certificate Provided: Yes ____ / N/A ____

Additional Completed License Agreement for Outside Vendor: Yes ____ / N/A ____

District Manager Initials: _____

AFTER-HOURS RENTALS ADDENDUM

Please initial by each:

1. ____ I acknowledge that if my rental is to take place outside of normal operating hours (currently Monday to Friday _____to _____; Saturday _____ to _____; and Sunday closed), I must meet with District Staff on the day of the event (or, if the event is to be held on a Sunday, the Saturday before the event) to exchange my Access Card for a temporary rental card and a key to the Amenities.

2. ____ The rental card will permit access until 11 p.m. All clean-up must be complete, and all guests must have left the Amenities, by 11 p.m.

3. ____ Both the rental card and the door key must be returned to District Staff the next business day following the event, during normal business hours. Any deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.

4. ____ If the rental card and door key are not returned within three (3) business days following the event, the Applicant's regular Access Card may be suspended until they are returned. In the event that either the rental card or door key is lost, damaged, or stolen, the Applicant may be charged a replacement fee.

5. ____ The Applicant acknowledges that he/she is responsible for cleaning up after the rental, making sure all guests leave the Amenities after my rental, and for locking up the Amenities after my rental.

_____
Applicant Signature

_____
Print Name

_____
Date

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5

Proposal for:

FIELD OPERATIONS AND MAINTENANCE SERVICES

LAKES AT BELLA LAGO

Vesta
MAINTENANCE SERVICES ™

Vesta Property Services, Inc.
245 Riverside Ave. #300
Jacksonville, Florida 32202
877-988-3782

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ABOUT US

Founded by J. Frank Surface in 1995 and headquartered in Jacksonville, Florida, Vesta has redefined outstanding property management with superior amenities programming, customized management in every community, and affordable, direct financing for planned-unit communities. Initially formed through the merger of several smaller, complimentary management companies, Vesta provides a single place where all community needs are fulfilled.

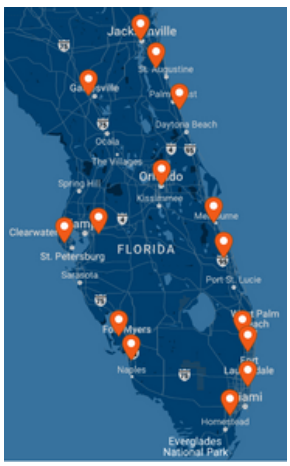
OUR VISION

Vesta's vision is to provide planned-communities with exceptional lifestyle services, a superior community management experience, and strong financial support for developers and residents.

Our senior leadership and management teams are equipped with years of experience and expertise, which we leverage everyday on behalf of our valued clientele and frontline associates.

OUR FOOTPRINT

Vesta has fifteen (15) fully-staffed offices throughout the state. We successfully provide a wide-range of professional community management services from Amelia Island to Key West, Florida to the Panhandle, and nearly everywhere in between



OUR CAPABILITIES

Amenity Management Services

Full-service management-and-staffing of community clubhouses and amenities, Board-and-Resident communication, and complete facilities maintenance services.

Fitness & Spa Management

Turnkey management services on behalf of planned-community fitness and spa facilities, as well as related programming and ancillary services.

Lifestyle Programming

Vesta develops and carries out creative and vibrant activities, programs, and special events for our residents of all demographics and interests, including competitive youth athletics leagues.

Aquatics Services

A full range of services including Lifeguard staffing and training, Waterpark management, pool maintenance, and swim lessons.

Food & Beverage Management

Turnkey operations of venues ranging from poolside snack bars and clubhouse cafes, to full-service restaurants and fine dining establishments.

OUR STORY: COMPANY OVERVIEW, TIMELINE & MILESTONES

Originally incorporated as Point Management in 1973, Vesta Property Services, Inc. provides financing, management, and ancillary services to developers of planned-unit communities and resident associations in connection with clubhouses, golf courses, amenity and infrastructure facilities, and commercial real estate, as well as Special District and governmental agency management. Below is a timeline featuring some key milestones that have marked our journey:

1995

THE LAUNCH OF VESTA PROPERTY SERVICES, INC.

In Jacksonville, Florida, Frank Surface's trailblazing vision launches Vesta Property Services to be a single source for: (1) affordable and flexible financing, (2) expert community management services, and (3) creative and thriving lifestyle services - all under one umbrella, consistently improving and growing, and propelled by a best-in-class Senior Leadership Team.

2011

Amenity Services Group, Inc.

AMENITIES LEADERSHIP

Vesta acquires Florida's leading, statewide provider of amenities management services - Amenity Services Group, Inc. - specializing in serving the vital operations, maintenance, and lifestyle needs of Community Development Districts since 1997.

2020

DPFG Management & Consulting

Vesta District Services

DISTRICT SERVICES / STATEWIDE OFFICES

Vesta brought our vision of becoming a premier full-service community management company to life by acquiring DPFG Management & Consulting, LLC—a specialist in district management and financing—in 2020.

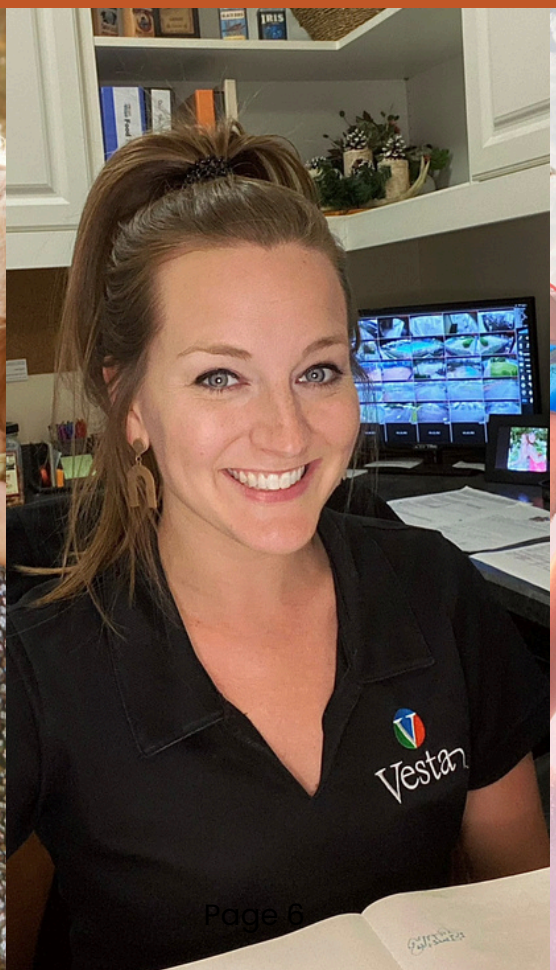
Present

Vesta Property Services

GROWTH

Vesta now has 15 offices throughout Florida, manages over 600 communities and special districts, and employs 1,500 associates for our clientele.

> We changed to Vesta in Dec., '21 and couldn't be happier; wow, what a difference in everything from our Repairs to Special Events! They're on top of everything that needs to be done; Vesta treats our property with the utmost care and dedication to doing it right.
>
> Sheila Papplebon, Board Supervisor; Beach CDD (Tamaya) - Jacksonville



ORGANIZATIONAL STRUCTURE

DAVID SURFACE
CHIEF EXECUTIVE OFFICER

DAN ARMSTRONG
CHIEF FINANCIAL OFFICER

- **DAISY KING**
  DIRECTOR ADMINISTRATION

CHRISSY RICHIE
CHIEF ACCOUNTING OFFICER

- **SKYE LEE**
  CORPORATE CONTROLLER
- **ACIE PATTERSON**
  REGIONAL CONTROLLER

GINGER ANZALONE
REGIONAL PRESIDENT WEST CENTRAL & NORTH FLORIDA

- **JULIE CORTINA**
  REGIONAL VICE PRESIDENT WEST CENTRAL
- **MATT PERMUTH**
  REGIONAL VICE PRESIDENT KPSCC
- **JAY KING**
  REGIONAL VICE PRESIDENT NORTHEAST
- **LEA STOKES**
  REGIONAL VICE PRESIDENT CENTRAL

LISA MANZIONE
REGIONAL PRESIDENT SOUTH FLORIDA

- **KYLE NELSON**
  SENIOR VICE PRESIDENT
- **PAM JACKS**
  REGIONAL VICE PRESIDENT KINGS POINT DELRAY
- **BRENDA GROCHOWSKI**
  REGIONAL GENERAL MANAGER / BUSINESS DEVELOPMENT

ROY DEARY
VICE PRESIDENT BUSINESS DEVELOPMENT

- **KEVIN JOHNSTON**
  MARKETING DIRECTOR
- **PATTI BROWN**
  DIRECTOR OF BUSINESS DEVELOPMENT
- **JENN VON LUEDERS**
  DIRECTOR OF BUSINESS DEVELOPMENT

CATHERINE WHYTE
EXECUTIVE VICE PRESIDENT HUMAN RESOURCES & IT

- RECRUITING AND TRAINING
- REGIONAL HRGs
- IT MANAGER

CHRIS HODGE, ESQ.
CORPORATE COUNSEL

LEADERSHIP-AND-SUPPORT TEAM

Jay King
Regional Vice President

Jay has more than 30 years' experience in management across varied private and public sectors. He served on a CDD Board for 8 years and has served on an HOA board since 2018.

He is responsible for overseeing and supporting our Northeast Zone which is comprised of 50+ communities, where our team provides a variety of services such as community management, amenity management, lifestyle (resident engagement, programming, events & athletics), aquatics, food and beverage, field operations, maintenance, and janitorial services.

Dan Fagen
Director of Amenity Operations

Dan has over 25 years of hospitality experience in the management of various private clubs and large amenity center recreation facilities. Dan joined Vesta in 2005 and during his tenure has worked as the onsite amenity manager at several premier communities in Northeast Florida.

As Director of Amenity Services for over 15 years, Dan provides close support to multiple large-contract amenity managers. Setting up and sharing best practices is part of his responsibilities, ensuring Vesta provides a high-quality service to the communities we serve.

Roy Deary
Vice President, Business Development

Since founding *Amenity Companies* in 1994, Roy has amassed decades of experience in planned-community operations and specialized services throughout Florida, and has been a pioneer in serving Community Development Districts since 1997. After Vesta acquired his companies in 2011, Roy served as president of our Property Management division from 2012-2014, and our Amenities & Lifestyle Division and District Services Division through 2021.

Since 2022, he has lead Vesta's *Business Development* team and continues to be joined by a team of professionals and associates in expertly marketing, managing, maintaining, and programming hundreds of first-class planned-communities throughout Florida.

LEADERSHIP-AND-SUPPORT TEAM *contd.*

Ross Ruben
Regional Lifestyle Director

Ross has 20 years of events, programming and entertainment experience with MTV Networks, Universal Studios, Sea World Orlando and multiple top ranked entertainment and event companies on the East coast.

Ross joined Vesta in 2016 after serving as Julington Creek Plantation's Lifestyle Director for one year and was promoted to a Regional position at the end of 2017. He developed and oversees all programming that occurs at JCP today, including their highly-successful and sold out Summer Camp program.

Scott Smith
Vice President, District Management Services

Scott has excelled for over 20 years with extensive industry experience, having been a District Manager, HOA Manager, worked in the hospitality field, and most recently and extensively providing regional support for amenity operations across multiple regions in Florida. He has been with Vesta since 2020 and has worked closely in support of our frontline teams in our Greater Tampa, Orlando and Jacksonville markets.

He has recently transitioned to overseeing and supporting the District Management division for Vesta. Scott is also a graduate of the Leadership Tampa Bay class of 2020.

Patti Brown
Director of Business Development

Patti has enjoyed over 25 years in Florida's real estate management industry, with the last 18 in Community Association Management. Her community association management clients have included large master-planned communities, mixed-used development, gated communities, condominiums, townhomes, new construction, commercial, and marina management.

Patti attended Texas Tech University and received her Bachelor of Science in Psychology at University of Phoenix, and holds a Florida Real Estate license. She was named *Community Association Manager of the Year* for 2021 by the Northeast Florida chapter of Community Associations Institute (CAI).

LEADERSHIP-AND-SUPPORT TEAM *contd.*

David Surface
Chief Executive Officer

David has been the CEO of Vesta since 2020, overseeing the company's executive team and day-to-day operations. During the past decade, he has been significantly responsible for Vesta's strong growth by spearheading our mergers-and-acquisitions and strategic partnerships. As a result, Vesta has tripled in size during this period and achieved widespread recognition as a leading, full-service property management company in Florida.

His career experience includes all aspects of real estate, both commercial as well as residential. Prior to joining Vesta, David was managing partner for a real estate finance, management, and brokerage company serving institutional clients

Christine Richie
Chief Accounting Officer

Chrissy was appointed Corporate Controller in June 2013 to oversee the accounting functions and human resources administration for Vesta Property Services. She previously served as Chief Financial Officer for a multimillion-dollar healthcare provider operating in 14 states.

With over 25 years of leadership experience in corporate finance and accounting, Christine has developed accounting and financial infrastructure for multiple start-up companies that include accounting systems, compliance, and risk management, as well as implementation of employee benefit plans, employee policies and procedures, and training and organizational development.

Catherine Whyte
Executive Vice President of Human Resources & IT

Catherine joined Vesta in 2019 as Director of Human Resources and was appointed Vice President in 2021. She is a skilled and HR leader with over 20 years of HR management experience, encompassing both production and hospitality-service environments.

Catherine directs all aspects of Vesta's HR including compensation and benefits, talent acquisition, learning and development, HR engagement, legal compliance, and internal communications. She also oversees our comprehensive IT services throughout Florida.

We serve our residents, so
you can love where you live . . .

... in your community,
every single day.

> Vesta is committed to ensuring the residents enjoy their time at the amenity centers and providing a safe and friendly environment. The parties and events, newsletters, our custom mobile app, and other social media communications keep our residents engaged and well-informed throughout the year.
>
> Jason Harrah, Board Supervisor; Durbin Crossing CDD, 2014 - Present

LOCAL EXPERIENCE

Project Name: Julington Creek Plantation CDD
Project Type: 5,800 homes
Location: Saint Johns, Florida
Scope of Services: Amenity Management & Staffing, Field Operations Management, Facility Maintenance Services, Turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events.

Project Name: Beach CDD ("Tamaya")
Project Type: 1,000+ homes
Location: Jacksonville, Florida
Scope of Services: Amenity Management, Field Management & Maintenance Services, Lifestyle Programs.

Project Name: Durbin Crossing CDD
Project Type: 2,600 homes
Location: Saint Johns, FL
Scope of Services: Amenity Management, Field Operations Management, Maintenance Services, Programs, Lifeguard Services, and Facility Monitoring.

LOCAL EXPERIENCE

Project Name: Rivers Edge CDD (RiverTown)
Project Type: 5,000 homes at build-out
Location: Saint Johns, Florida
Scope of Services: Amenity Management & Staffing, Field Operations Management, Facility Maintenance Services, Lifeguard Staffing, and Resident Programs for two amenity centers, including turnkey management of full-service café.

Project Name: Heritage Landing CDD
Project Type: 1,154 homes
Location: Saint Johns, Florida
Scope of Services: Amenity Management & Staffing, Field Operations Management and Grounds Maintenance Management, Maintenance Services, Programs, Lifeguard Services, and Facility Monitoring.

Project Name: Grand Haven CDD
Project Type: 1,895 homes
Location: Palm Coast, Florida
Scope of Services: Amenities Management, Restaurant & Bar Turn-key Operation, Facilities Maintenance, and Lifestyle Programs & Events.

Project Name: Tison's Landing CDD
Project Type: 700+ homes
Location: Jacksonville, Florida
Scope of Services: Amenity Mgt., Maintenance Services, Lifestyle Programs.

"I'm very grateful for your stewardship that has supported and improved our community in so many ways. I'm thankful for our partnership with Vesta and the individual relationships I've built with each member of your team.

It is a group committed to our success, with a willing spirit that consistently goes above-and-beyond to serve our residents."

Chris Sexton, former Board Chairman; Julington Creek Plantation CDD

Team Member Development

Our Team Members throughout Vesta are absolutely critical to our success in serving our customers, so it is essential that we invest in them. Our strong local presence provides our area team many opportunities for development and advancement, which helps us attract-and-retain the best talent.

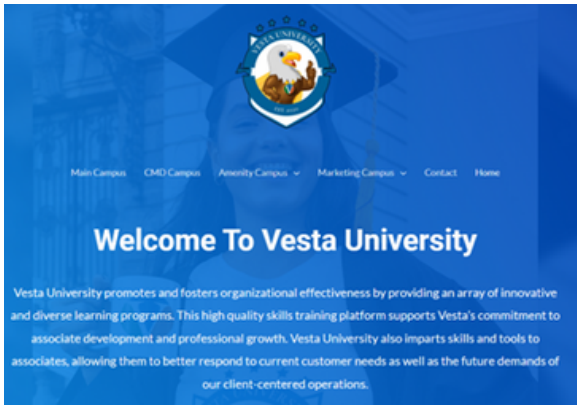
Vesta employs customized, onsite operational training; supports our team to obtain specialized certifications; and provides Vesta-specific Customer Service Training to "set them up for success". We further build upon that with networking opportunities for managers at our pre-and-post season, all-manager meetings; and "peer walks."

- We also provide timely feedback through our (two way) **semi-annual check-ins,** which evolved from previous performance management reviews with a goal towards a less formal, more frequent and empowering experience.

- We solicit manager feedback via **annual surveys** to ensure we are fully engaging, empowering and satisfying our onsite Teams.

- Most importantly, we actively foster our culture based upon our Vesta Core Values. One way we do this is through our annual "**Eagle Pride Day**".

- **Vesta University** is our website-based training resource that provides 3rd party vendor training aids as well as internally-created, Vesta-specific content developed by our subject matter experts. These training aids vary from videos to PowerPoint critical skill modules.



Management Training

We bring our General Managers, Amenity Managers and Lifestyle Directors together twice a year (before and after the peak season) to conduct training, prep and debrief the peak season and to network. We do the same with our Field Operations managers annually.

Some of our recent topics have included the following:

- Customer Service Training
- Post Season Debriefs
- Annual Manager Survey results and action Items
- Pre-Season Operational Initiatives
- Lifestyle Initiatives
- Team Building
- Topical Breakouts
- Operational Tools
- Performance Management
- Staffing Strategies
- Financial Analysis
- Training & Development
- Retention Strategies
- Payroll Management and Reporting
- Results of operational pilots

- Team Member Check Ins
- Insurance/Risk Management
- Checklist Management
- Onboarding
- Townhall with Vesta's CEO

SCOPE OF SERVICES:

FIELD OPERATIONS MANAGEMENT:

1. Advise the C.D.D. of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," natural disasters, vandalism, etc., and secure cost estimates for the same.
2. Assess the performance of all CDD maintenance contractors and advise the board of appropriate remedial action being taken to ensure proper performance and acceptable outcomes.
3. Work with the provider's management team to ensure compliance with contractual requirements and ensure necessary corrections to any performance deficiencies.
4. Respond in a timely and professional manner to District Staff, the Board of Supervisors, and resident inquiries. Ensure that appropriate issues are addressed and resolved as able and in a timely manner.
5. Work with the District Engineer in accepting additional District improvements.
6. Maintain inventory control of all maintenance items and assets, including preparation of preventative maintenance programs.
7. Maintain a comprehensive knowledge of local, state, and federal laws and how they relate to the district's property management.
8. Possess general awareness of multiple aspects of residential community property management/maintenance.
9. Assist in negotiating, bidding, and purchasing of contracted services, where permitted by the district's board and/or manager.
10. Upon request by the District Manager, provide a written report that summarizes ongoing activity for District meetings.
11. Collect registration paperwork and issue access cards to residents via USPS
12. Maintain registration paperwork and database
13. Manage party rental registration and payments

SWIMMING POOL MAINTENANCE:

1. Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
2. Conduct necessary tests for proper pool chemicals as required to maintain water quality levels within requirements of Chapter 64E-9.004(d).
3. Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level and maintain filtration rates. Check valves for leaks, as well as other components, and maintain them in proper condition.
4. Manually skim, brush and vacuum pools, as necessary.
5. Straighten pool furniture.
6. Maintenance shall be performed three (3) days per week April through September and two (2) days per week from October through March. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment, as necessary

JANITORIAL MAINTENANCE:

1. Clean and disinfect restroom floors, counters, mirrors, toilets, urinals, and all surrounding areas.
2. Clean outdoor kitchen counter, shutters, and fixtures
3. Clean the office area.
4. Maintain all storage closets free from clutter and remain organized.
5. Empty and remove all trash from receptacles.
6. Clean and stock all paper and soap dispensers as needed.

Note:
The contractor shall furnish the necessary cleaning supplies and equipment for the provision of the janitorial services described herein.
All consumable supplies shall be billable to the District.
Should extraordinary cleaning services be required, such special services and/or equipment and supplies shall be billable. This includes cases of vandalism.
Janitorial duties shall be performed three (3) days per week from April through September and two (2) days per week from October through March.

GENERAL FACILITY MAINTENANCE

1. Control cobwebs and prevent other debris from accumulating on exterior walls, outdoor lighting, cabanas, ceilings, and fans.
2. Ensure that all entry gate(s) close securely per health dept regulations.
3. Periodically inspect pool perimeter fencing for safety hazards.
4. Ensure that safety equipment remains in acceptable condition.
5. Assess and advise the manager of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear and tear,” “acts of God,” or vandalism.
6. Maintenance shall be performed three (3) days per week from April through September and two (2) days per week October through March.

Note:
·Additional emergency service calls for pool or facility related issues will be charged at a rate of $65 per hour.
·Scheduled project work (such as pressure washing) and facility repairs will be billed (at a predetermined rate) on a time and material basis and require prior approval

INSURANCE:
Vesta shall carry general liability coverage of at least $1,000,000.00 and name the district as an additional insured. Vesta shall also provide proof of required insurance requirements upon request by the HOA.

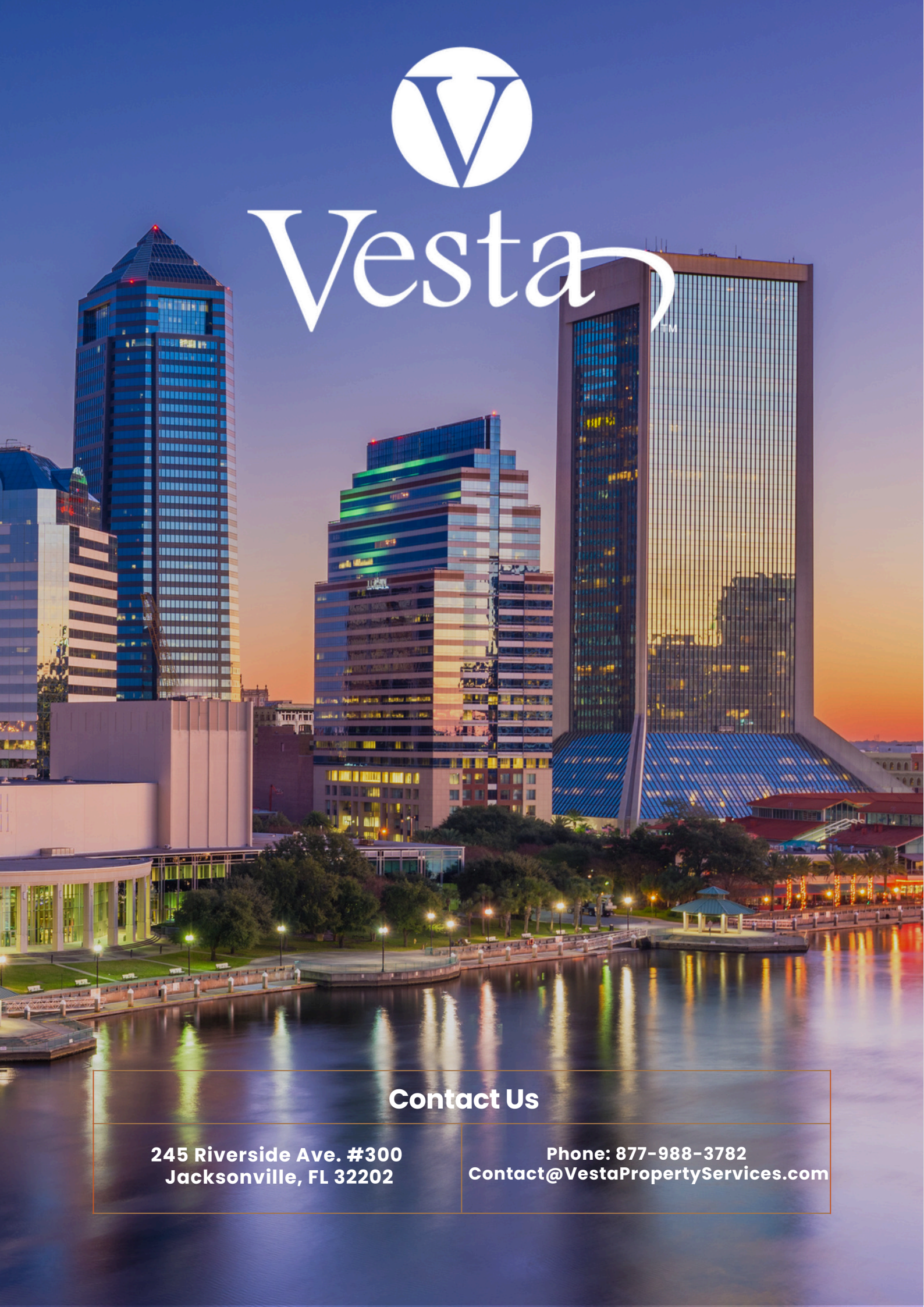
RENEWAL:
The contract shall automatically renew unless otherwise determined by the customer or vendor.

CORPORATE STAFFING EXPENSES:
Vesta shall be responsible for all necessary insurance payments (including workman's compensation, as required by Florida law), payroll taxes, and the provision of various benefits on behalf of its staff.

UNIFORMS:
All Staff shall wear company uniforms provided by Vesta.

ANNUAL FEES:
Field Operation Services- $12,500
Pool Maintenance- $14,495
Janitorial - $8,495
Facility Maintenance- $11,275

Terms:
Vesta shall invoice monthly for the above services.
Invoices shall be paid net thirty (30) days upon receipt.



Contact Us

245 Riverside Ave. #300
Jacksonville, FL 32202

Phone: 877-988-3782
Contact@VestaPropertyServices.com

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6A

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT
AMENDMENT TO FISCAL YEAR 2025 FUNDING AGREEMENT

This agreement ("**Agreement**") is made and entered into this ___ day of February 2025, by and between:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Clay County, Florida ("**District**"), with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431; and

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, and a landowner in the District ("**Developer**" and, together with the District, "**Parties**"), with a local mailing address of 7800 Belfort Parkway, Suite 195, Jacksonville, Florida 32256.

RECITALS

WHEREAS, the District was established by an ordinance enacted by the Clay County Board of County Commissioners for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, pursuant to that certain Joint Development and Escrow Agreement entered into by and between Developer and Meritage Homes of Florida, Inc. ("**Meritage**") dated June 24, 2022 (the "**JDA**"), Developer is actively developing certain real property within the District and presently owns a portion of such real property identified in the District's Fiscal Year 2025 Assessment Roll (the "**Assessment Roll**"), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and which real property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District (the "**Property**"); and

WHEREAS, the District previously adopted its general fund budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025 Budget**"); and

WHEREAS, this Fiscal Year 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property and all other property within the District, the District and the Developer previously entered into that certain *Lakes at Bella Lago Community Development District Fiscal Year 2025 Funding Agreement*, dated July 31, 2024, in which

Developer agreed to provide such funds as are necessary to allow the District to proceed with its operations described in its Fiscal Year 2025 Budget; and

WHEREAS, the Parties and Meritage now desire to amend the funding arrangement for the District's Fiscal Year 2025 budget such that each developer agrees to provide such funds as are necessary and in proportional share as set out in the JDA to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, Developer agrees to provide such necessary funds in proportional share as set out in the JDA and according to the terms herein; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein; and

WHEREAS, the Parties also desire to provide for the protection of the District from incurring additional costs and liabilities associated with certain lands within the District boundary commonly referred to as the "Wisteria Pit" and depicted in **Exhibit C** hereto; and

WHEREAS, the Developer and Meritage are presently performing work within the Wisteria Pit area to comply with certain permit requirements imposed by Clay County, Florida ("**County**") and the St. Johns River Water Management District ("**SJRWMD**"); and

WHEREAS, in light of the pending permit review and the District's imminent ownership of the Wisteria Pit, the Developer agrees to bear responsibility for its proportionate share of any such additional costs and liabilities according to its proportionate share of such additional costs and liabilities unless and until any necessary permits are issued therefor.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B** for its 40.37% proportional share as set forth in the JDA, as such budget may be amended from time to time in the District's commercially reasonable discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing from Developer under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2025 Budget" in the public records of Clay County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **WISTERIA PIT.** In consideration of the ability of the Developer to proceed with development of Phase 2 within the District, the District agrees to take ownership of the Wisteria Pit

property despite the pending permit review subject to the terms and conditions set forth herein. The Developer agrees to fund its proportionate share, through this Agreement, any costs, fines, penalties, or other fees arising out of the Wisteria Pit unless and until (a) the County and the SJRWMD issue permit(s) evidencing compliance with all applicable requirements and (b) the District Engineer certifies the following:

a. The Wisteria Pit is capable of being used for the purposes intended by the District and, as to any improvements thereon, such improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and

b. All known plans, permits, and specifications necessary for the operation and maintenance of the Wisteria Pit and any improvements thereon are complete and on file with the District and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

Additionally, for all actions or activities which occur prior to the date that the requirements of this Section 4 are met, the Developer agrees to indemnify and hold harmless the District and its officers, supervisors, professional staff, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or claims of any nature arising out of, or in connection with, the District's ownership of the Wisteria Pit and any improvements thereon, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for use of such Wisteria Pit or improvements by the District, its engineers, employees, contractors, or such persons' or entities' sole negligence or intentional misconduct.

For any costs incurred by the District associated with the Wisteria Pit for which the District seeks funding from Developer, the District shall issue an invoice to Developer detailing the costs incurred and the Developer's proportionate share of such costs, along with any documentation reasonably requested by the Developer to support such costs, with payment due within thirty (30) days or as otherwise required in the Agreement.

5. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District

to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2, 3, and 4 above.

9. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full. Notwithstanding the foregoing, the provisions of Paragraph 4 regarding the Wisteria Pit shall survive until the date that all conditions in Paragraph 4 have been met.

13. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Developer shall 1) keep and maintain public records required by the District under this Agreement; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Developer acknowledges that, pursuant to Section 287.058(c), Florida Statutes, the District may unilaterally cancel this Agreement if the Developer refuses to allow public access to all documents, papers, letters, or other material made or received by the Developer in conjunction with this Agreement, unless such records are exempt under Florida law. Developer acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.

14. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

15. **ANTI-HUMAN TRAFFICKING.** Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
Its: _____

MATTAMY JACKSONVILLE LLC

_____
By: _____
Its: _____

EXHIBIT A: Fiscal Year 2025 Assessment Roll
EXHIBIT B: Fiscal Year 2025 Budget

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6B

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT
AMENDMENT TO FISCAL YEAR 2025 FUNDING AGREEMENT

This agreement ("**Agreement**") is made and entered into this ___ day of February 2025, by and between:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Clay County, Florida ("**District**"), with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431; and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation and a landowner in the District ("**Developer**" and, together with the District, "**Parties**"), with an address of 13901 Sutton Park Drive South, Suite C-350, Jacksonville FL 32224.

RECITALS

WHEREAS, the District was established by an ordinance enacted by the Clay County Board of County Commissioners for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, pursuant to that certain Joint Development and Escrow Agreement entered into by and between Developer and Mattamy Jacksonville LLC ("**Mattamy**") dated June 24, 2022 (the "**JDA**"), Developer is actively developing certain real property within the District and presently owns a portion of such real property identified in the District's Fiscal Year 2025 Assessment Roll (the "**Assessment Roll**"), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and which real property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District (the "**Property**"); and

WHEREAS, the District previously adopted its general fund budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2025 Budget**"); and

WHEREAS, this Fiscal Year 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property and all other property within the District, the District previously entered into that certain *Lakes at Bella Lago Community Development District Fiscal Year 2025 Funding Agreement*, dated July 31, 2024, with Mattamy, in which Mattamy

agreed to provide such funds as are necessary to allow the District to proceed with its operations described in its Fiscal Year 2025 Budget; and

WHEREAS, the Parties and Mattamy now desire to amend the funding arrangement for the District's Fiscal Year 2025 budget such that each developer agrees to provide such funds as are necessary and in proportional share as set out in the JDA to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, Developer agrees to provide such necessary funds in proportional share as set out in the JDA and according to the terms herein; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein; and

WHEREAS, the Parties also desire to provide for the protection of the District from incurring additional costs and liabilities associated with certain lands within the District boundary commonly referred to as the "Wisteria Pit" and depicted in **Exhibit C** hereto; and

WHEREAS, the Developer and Mattamy are presently performing work within the Wisteria Pit area to comply with certain permit requirements imposed by Clay County, Florida ("**County**") and the St. Johns River Water Management District ("**SJRWMD**"); and

WHEREAS, in light of the pending permit review and the District's imminent ownership of the Wisteria Pit, the Developer agrees to bear responsibility for its proportionate share of any such additional costs and liabilities according to its proportionate share of such additional costs and liabilities unless and until any necessary permits are issued therefor.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B** for its 59.63% proportional share as set forth in the JDA, as such budget may be amended from time to time in the District's commercially reasonable discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2025 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing from Developer under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2025 Budget" in the public records of Clay County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **WISTERIA PIT.** In consideration of the ability of the Developer to proceed with development of Phase 2 within the District, the District agrees to take ownership of the Wisteria Pit

property despite the pending permit review subject to the terms and conditions set forth herein. The Developer agrees to fund its proportionate share, through this Agreement, any costs, fines, penalties, or other fees arising out of the Wisteria Pit unless and until (a) the County and the SJRWMD issue permit(s) evidencing compliance with all applicable requirements and (b) the District Engineer certifies the following:

a. The Wisteria Pit is capable of being used for the purposes intended by the District and, as to any improvements thereon, such improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and

b. All known plans, permits, and specifications necessary for the operation and maintenance of the Wisteria Pit and any improvements thereon are complete and on file with the District and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

Additionally, for all actions or activities which occur prior to the date that the requirements of this Section 4 are met, the Developer agrees to indemnify and hold harmless the District and its officers, supervisors, professional staff, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or claims of any nature arising out of, or in connection with, the District's ownership of the Wisteria Pit and any improvements thereon, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for use of such Wisteria Pit or improvements by the District, its engineers, employees, contractors, or such persons' or entities' sole negligence or intentional misconduct.

For any costs incurred by the District associated with the Wisteria Pit for which the District seeks funding from Developer, the District shall issue an invoice to Developer detailing the costs incurred and the Developer's proportionate share of such costs, along with any documentation reasonably requested by the Developer to support such costs, with payment due within thirty (30) days or as otherwise required in the Agreement.

5. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District

to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2, 3, and 4 above.

9. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full. Notwithstanding the foregoing, the provisions of Paragraph 4 regarding the Wisteria Pit shall survive until the date that all conditions in Paragraph 4 have been met.

13. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Developer shall 1) keep and maintain public records required by the District under this Agreement; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically

must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Developer acknowledges that, pursuant to Section 287.058(c), Florida Statutes, the District may unilaterally cancel this Agreement if the Developer refuses to allow public access to all documents, papers, letters, or other material made or received by the Developer in conjunction with this Agreement, unless such records are exempt under Florida law. Developer acknowledges that the designated Public Records Custodian for the District is **Daphne Gillyard**.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.

14. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

15. **ANTI-HUMAN TRAFFICKING.** Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
Its: _____

MERITAGE HOMES OF FLORIDA, INC.

_____
By: _____
Its: _____

EXHIBIT A: Fiscal Year 2025 Assessment Roll
EXHIBIT B: Fiscal Year 2025 Budget
EXHIBIT C: Wisteria Pit

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

YELLOWSTONE
LANDSCAPE

904.268.2626 tel
904.683.7327 fax

2663 Robert Street
Jacksonville, FL 32207

www.yellowstonelandscape.com

Irrigation Service Pre-Approval

Dear Valued Client:

It is our priority at Yellowstone Landscape Southeast – LLC dba Yellowstone Landscape to provide the highest quality landscaping services for our customers, and we are always looking for ways to improve our service delivery.

Regular maintenance of your irrigation system is a major part of keeping your property beautiful. Irrigation pre-approvals allow our technicians to make the necessary repairs while onsite completing your monthly inspections. Any repairs costing more than the pre-approval amount below will be sent to you as a proposal for approval. Until we receive your approval, irrigation work will not take place.

It is our experience that this pre-approval process saves our customers money on repairs and promotes water conservation. Please fill out the information below to set an authorized pre-approval amount for your property. This form will be filed with your current contractual documents as an addendum to the existing agreement and will be held to the same terms and conditions.

Thank you for trusting us to keep your landscape beautiful!

Irrigation Pre-Approval Authorization Form

By signing below, I authorize Yellowstone Landscape to proceed with irrigation repairs up to $_____ /month.

_____
Initials

_____ _____
Authorized Signature Contact PH#

_____ _____
Print Name Email Contact

_____ _____
PROPERTY NAME Alternate PH# (Land Line)

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8

LAKES AT BELLA LAGO CDD

Acquisition of Amenity Improvements and Work Product

March 2025

DRAFT

March ___, 2025

Lakes at Bella Lago Community Development District
c/o Ernesto Torres, District Manager
Wrathell, Hunt and Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Acquisition of Amenity Improvements and Work Product

Dear Mr. Torres:

Mattamy Jacksonville LLC ("**Mattamy Jacksonville**"), on behalf of itself and Meritage Homes of Florida, Inc., has completed and wishes to sell to the District completed recreational amenity improvements (the "**Improvements**"), together with rights to associated plans, designs, permits and other work product (the "**Work Product**"), as more particularly described at **Exhibit A**. Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District's *Engineer's Report for the Lakes at Bella Lago Community Development District*, dated March 13, 2023, as supplemented and amended by the *2023 Supplemental Engineer's Report for the Lakes at Bella Lago Community Development District*, dated June 29, 2023, and the *Supplement to the Engineer's Report for the Lakes at Bella Lago Community Development District*, dated January 28, 2025 (collectively, the "**Engineer's Report**"), to the District pursuant to the *Agreement By and Between the Lakes at Bella Lago Community Development District and Mattamy Jacksonville LLC Regarding the Acquisition of Work Product, Improvements & Real Property*, dated September 1, 2023. The actual cost of constructing the Improvements and completing the Work Product, not including the portions previously conveyed, is **$_____**. At the appropriate time, please have funds made payable to Mattamy Jacksonville LLC and Meritage Homes of Florida, Inc. in the following amounts:

Mattamy Jacksonville LLC (40.37%): $_____
Meritage Homes of Florida, Inc. (59.63%): $_____

Sincerely,

Mattamy Jacksonville LLC

cc: Jennifer Kilinski, District Counsel
Alejandro Sorondo, District Engineer

Acknowledged and Agreed to by:

_____
Cliff Nelson, Vice President
Mattamy Jacksonville LLC

Acknowledged and Agreed to by:

_____
Garrett Cone, Division President
Meritage Homes of Florida, Inc.

DRAFT

Exhibit A

Identification of Improvements

Mattamy Jacksonville LLC constructed and/or caused to be completed in and for the Lakes at Bella Lago Community Development District, the following improvements all located on portions of the real property described as follows:

Lakes at Bella Lago - Phase 1

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	**Contract Date**	**Description**	**Amount**
WORK PRODUCT:			
Provider	**Contract Date**	**Description**	**Amount**
Basham & Lucas Design Group, Inc. (design and architectural services) *Paid in full as of this acquisition and completed.*	October 10, 2022 May 23, 2023	Amenity Design Amenity Design	$22,800.00 $86,200.00

Amount Requested for the above listed Improvements:

Work Product: $109,000.00

Total: $_____

Mattamy: $_____

Meritage: $_____

(Remainder of the funds may be reimbursable through reserve release condition funds, future bond issuance or shall be considered a contribution of infrastructure, consistent with the *Acquisition Agreement*.)

DRAFT

AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF AMENITY IMPROVEMENTS AND WORK PRODUCT

STATE OF FLORIDA
COUNTY OF _____

I, Cliff Nelson, of Mattamy Jacksonville LLC ("**Mattamy Jacksonville**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Cliff Nelson and I am employed by Mattamy Jacksonville as **Vice President**. I have authority to make this affidavit on behalf of Mattamy Jacksonville.

3. Mattamy Jacksonville is the owner and/or developer of certain lands within the Lakes at Bella Lago Community Development District, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

4. The District's *Engineer's Report for the Lakes at Bella Lago Community Development District*, dated March 13, 2023, as supplemented and amended by the *2023 Supplemental Engineer's Report for the Lakes at Bella Lago Community Development District*, dated June 29, 2023, and the *Supplement to the Engineer's Report for the Lakes at Bella Lago Community Development District*, dated January 28, 2025 (collectively, the "**Engineer's Report**"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

5. Pursuant to contracts in place between Mattamy Jacksonville and certain contractors, engineers, and construction-related professionals, as more particularly identified on the attached **Exhibit A**, Mattamy Jacksonville has expended funds to develop the Improvements that are included and described in the Engineer's Report and are part of the District's capital improvement plan. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Mattamy Jacksonville has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.

6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Mattamy Jacksonville has developed consistent with the Engineer's Report.

[Continues on following page.]

DRAFT

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this _____ day of March 2025.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

_____
By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of □ physical presence or □ online notarization this _____ day of March 2025, by Cliff Nelson, Vice President of Mattamy Jacksonville LLC, who □ is personally known to me or □ produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

DRAFT

DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF AMENITY IMPROVEMENTS AND WORK PRODUCT

March __, 2025

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Peter Ma of England, Thims & Miller, Inc., who, after being first duly sworn, deposes and says:

I, Peter Ma, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the improvements identified in **Exhibit A**. I hereby certify to the Lakes at Bella Lago Community Development District (the "District") the below-listed matters:

1) The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications.

2) The Improvements are free from obstruction and are functional for their intended purpose.

3) The Improvements, construction materials, and procedures are consistent with the special purpose of the District.

4) In my opinion, the acquisition amount of $6,926,731.66 (1) relates directly to the construction of those certain improvements described in the *Engineer's Report Lakes at Bella Lago Community Development District*, dated March 13, 2023, as supplemented by the *Supplemental Engineer's Report for Lakes at Bella Lago Community Development District (Phase 1 Project)*, June 29, 2023 (collectively, the "Engineer's Report"), (2) specifically benefits property within the boundaries of the District as described in the Engineer's Report, and (3) is fair and reasonable. Further, in my opinion, this amount does not exceed the value of the Improvements as installed.

The foregoing instrument was acknowledged and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of February, 2024, by Peter Ma, as Vice President of England, Thims & Miller, Inc., on its behalf. He/She [___] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

DRAFT

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 22, 2023, pursuant to Resolution 2023-33, the Board of Supervisors (hereinafter referred to as the "Board") of the Lakes at Bella Lago Community Development District (hereinafter referred to as the "District"), adopted a Budget for Fiscal Year 2023/2024; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2023/2024 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Fiscal Year 2023/2024 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2024 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 25th day of March, 2025.

ATTEST:

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

EXHIBIT “A”

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024

	FY2024 Acutal	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increse/ (Decrease)	FY2024 Amended Budget
REVENUES					
Landowner contribution	$ 157,880	$ 99,390	$ (58,490)	$ 58,490	$ 157,880
Total revenues	157,880	99,390	(58,490)	58,490	157,880
EXPENDITURES					
Professional & administrative					
Supervisor' fees	646	1,600	954	(954)	646
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal	24,597	25,000	403	(403)	24,597
Engineering	-	2,000	2,000	(2,000)	-
Audit	4,700	5,500	800	(800)	4,700
Arbitrage rebate calculation*	-	500	500	(500)	-
Dissemination agent*	1,083	1,000	(83)	83	1,083
Trustee*	5,925	5,500	(425)	425	5,925
Telephone	200	200	-	-	200
Postage	216	500	284	(284)	216
Printing & binding	500	500	-	-	500
Legal advertising	2,990	1,750	(1,240)	1,240	2,990
Annual special district fee	175	175	-	-	175
Insurance	5,000	5,500	500	(500)	5,000
Contingencies/bank charges	605	750	145	(145)	605
Meeting room rental	669	-	(669)	669	669
Website hosting & maintenance	1,680	705	(975)	975	1,680
Website ADA compliance	-	210	210	(210)	-
Total professional & administrative	96,986	99,390	2,404	(2,404)	96,986
Field Operations					
Contracted services					
Pressure washing	2,667	-	(2,667)	2,667	2,667
Pool service	433	-	(433)	433	433
On-site management	9,378	-	(9,378)	9,378	9,378
Landscape maintenance & replacement	20,527	-	(20,527)	20,527	20,527
Utilities					
Electricity	2,971	-	(2,971)	2,971	2,971
Water	28,693	-	(28,693)	28,693	28,693
Total field operations	64,669	-	(64,669)	64,669	64,669
Total expenditures	161,655	99,390	(62,265)	62,265	161,655
Excess/(deficiency) of revenues over/(under) expenditures	(3,775)	-	3,775	(3,775)	(3,775)
Fund balances - beginning	(27)	-	27	(27)	(27)
Fund balances - ending	$ (3,802)	$ -	$ 3,802	$ (3,802)	$ (3,802)

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	$ 28,091	$ -	$ -	$ 28,091
Investments				
Revenue	-	556,988	-	556,988
Reserve	-	279,383	-	279,383
Prepayment	-	7,539	-	7,539
Capitalized interest	-	11,999	-	11,999
Construction	-	-	69,928	69,928
Due from Landowner	39,810	-	-	39,810
Due from general fund	-	1,293	-	1,293
Deposit	3,064	-	-	3,064
Total assets	70,965	857,202	69,928	998,095
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 44,690	$ -	$ -	$ 44,690
Due to Other	1,916	-	-	1,916
Due to Landowner	4,773	11,039	1,043	16,855
Due to Meritage Homes	3,834	-	-	3,834
Due to debt service fund	1,293	-	-	1,293
Accrued taxes payable	31	-	-	31
Landowner advance	11,000	-	-	11,000
Total liabilities	67,537	11,039	1,043	79,619
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	39,810	-	-	39,810
Unearned revenue	-	74,750	-	74,750
Total deferred inflows of resources	39,810	74,750	-	114,560
Fund balances:				
Restricted for:				
Debt service	-	771,413	-	771,413
Capital projects	-	-	68,885	68,885
Unassigned	(36,382)	-	-	(36,382)
Total fund balances	(36,382)	771,413	68,885	803,916
Total liabilities, deferred inflows of resources and fund balances	$ 70,965	$ 857,202	$ 69,928	$ 998,095
Total liabilities and fund balances	$ 70,965	$ 857,202	$ 69,928	$ 998,095

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 19,335	$ 82,918	$ 561,711	15%
Total revenues	19,335	82,918	561,711	15%
EXPENDITURES				
Professional & administrative				
Supervisor' fees	-	215	2,400	9%
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	3,442	12,424	25,000	50%
Engineering	-	-	2,000	0%
Audit	-	4,800	5,500	87%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	417	1,000	42%
Trustee*	-	8,493	5,500	154%
Telephone	17	83	200	42%
Postage	41	61	500	12%
Printing & binding	42	208	500	42%
Legal advertising	65	65	1,750	4%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	179	453	750	60%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	7,869	52,594	100,190	52%
Field Operations				
Landscape maintenance				
Maintenance contract	-	-	154,000	0%
Plant replacement	-	-	7,500	0%
Repair/maintenance/pressure washing	-	-	2,500	0%
Electric	-	-	400	0%
Stormwater management	-	-	5,196	0%
Field operations management	-	-	12,500	0%
On-site management	19,383	61,957	-	N/A
Repairs & supplies				
Irrigation-repair	-	-	5,000	0%
Utilities				
Electricity-irrigation	355	1,060	18,000	6%
Road signage repair	-	-	3,000	0%
Total field operations	19,738	63,017	208,096	30%
Amenity center				
Internet & cable	-	-	9,566	0%
Electric	-	-	65,000	0%
Potable water	-	-	5,000	0%
Reclaim water	-	-	45,000	0%
Trash removal	-	-	2,916	0%
Facility management	-	-	22,500	0%
Landscape seasonal (annuals & pine straw)	-	-	5,500	0%

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year to Date	Budget	% of Budget
Landscape contingency	-	-	5,500	0%
Pool repairs	-	-	7,000	0%
Pool chemicals	-	-	18,000	0%
Janitorial services	-	-	4,500	0%
Janatorial supplies	-	-	1,500	0%
Facilty maintenance	-	-	6,000	0%
Holiday decorations	-	-	12,666	0%
Office supplies	-	-	1,000	0%
Property insurance	-	-	40,000	0%
Total amenity center	-	-	251,648	0%
Total field operations	19,738	63,017	459,744	14%
Total expenditures	27,607	115,611	768,030	15%
Excess/(deficiency) of revenues over/(under) expenditures	(8,272)	(32,693)	(206,319)	
Fund balances - beginning	(28,110)	(3,689)	-	
Fund balances - ending	$ (36,382)	$ (36,382)	$ (206,319)	

*These items will be realized when bonds are issued

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	$ 1,319	$ 258,145
Assessment prepayments	74,750	224,251
Interest	1,949	8,789
Total revenues	78,018	491,185
EXPENDITURES		
Debt service		
Interest	25,347	247,922
Tax collector	26	5,163
Total expenditures	25,373	253,085
Excess/(deficiency) of revenues over/(under) expenditures	52,645	238,100
Fund balances - beginning	718,768	533,313
Fund balances - ending	$ 771,413	$ 771,413

LAKES AT BELLA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED FEBRUARY 28, 2025

	Current Month	Year To Date
REVENUES		
Interest	$ 237	$ 1,252
Total revenues	237	1,252
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	237	1,252
Fund balances - beginning	68,648	67,633
Fund balances - ending	$ 68,885	$ 68,885

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

MINUTES OF MEETING
LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Lakes at Bella Lago Community Development District held a Regular Meeting on January 28, 2025 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073.

Present were:

D.J. Smith	Chair
Martha Schiffer	Vice Chair
Rose Bock	Assistant Secretary
Jarrett O'Leary	Assistant Secretary
Megan Germino	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mary Grace Henley	District Counsel
Dan Fagen	Vesta
Winslow Wheeler	

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Torres called the meeting to order at 10:00 a.m.

All Supervisors were present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Consideration of Resolution 2025-01, Designating a Date, Time and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments for the Expansion Parcel as Authorized by Section**

197.3632, *Florida Statutes*; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

Ms. Henley stated none of the items being voted on today impact the master lien on the rest of the property. The Third, Fourth, Fifth and Sixth Order of Business start the assessment proceedings on the extension parcels.

Ms. Henley presented Resolution 2025-01, which enables placing the assessments on the tax rolls, instead of direct-collecting assessments, and sets the public hearing.

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2025-01, Designating a Date, Time and Location of March 25, 2025 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073 for a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments for the Expansion Parcel as Authorized by Section 197.3632, *Florida Statutes*; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Presentation of Supplement to the Engineer's Report**

Ms. Henley stated the Supplement to the Engineer's Report updates the Capital Improvement Plan (CIP) in the Master Engineer's Report to include the expansion parcel. Asked if there are any implications of the size of the amenity not matching up with the number of units, Ms. Henley stated no.

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the Supplement to the Engineer's Report, was approved.

FIFTH ORDER OF BUSINESS **Presentation of Amended and Restated Master Special Assessment Methodology Report**

Ms. Henley stated the Amended and Restated Master Special Assessment Methodology Report is an amendment to the Master Special Assessment Methodology Report, it is the same Methodology that was used for the rest of the CDD; it applies to the expansion parcel.

On MOTION by Mr. Smith and seconded by Ms. Bock, with all in favor, the Amended and Restated Master Special Assessment Methodology Report, was approved.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-02, Declaring Special Assessments; Designating the Nature and Location of the Proposed Expansion Improvements; Declaring the Total Estimated Cost of the Expansion Improvements, the Portion to Be Paid by Assessments, and the Manner and Timing in Which the Assessments are to Be Paid; Designating the Lands Upon Which the Assessments Shall be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Declaring Special Assessments To Fund the District's Proposed Budget; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution and Notices Pursuant to Florida Law; and Addressing Conflicts, Severability, and an Effective Date**

Ms. Henley presented Resolution 2025-02, known as the Declaring Resolution, which accomplishes the following:

- Commences assessment proceedings on the expansion parcel.
- Declares the assessments and the total cost of the expansion parcel improvements.

Asked if there are fees associated with the revision, Ms. Henly stated Staff's time has been billed to the Boundary Amendment action.

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, Resolution 2025-02, Declaring Special Assessments; Designating the Nature and Location of the Proposed Expansion Improvements; Declaring the Total

Estimated Cost of the Expansion Improvements, the Portion to Be Paid by Assessments, and the Manner and Timing in Which the Assessments are to Be Paid; Designating the Lands Upon Which the Assessments Shall be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Declaring Special Assessments To Fund the District's Proposed Budget; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution and Notices Pursuant to Florida Law; and Addressing Conflicts, Severability, and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-03, To Designate the Date, Time and Place for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules, Rates, Fees and Charges of the District, and Providing an Effective Date**

Ms. Henley presented Resolution 2024-03. Staff will likely distribute the draft Amenity Policies, Rates and Fees between meetings for Board feedback/approval at the March meeting.

Ms. Henley reviewed the proposed Rules, Rates, Fees and Charges and the Suspension and Termination of Access Rule.

The following change will be made:

Non-Resident Annual User Fee: Change "$2,000 to $4,000" to "$2,400 to $4,500"

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, Resolution 2025-03, To Designate the Date, Time and Place of March 25, 2025 at 10:00 a.m., at the Holiday Inn and Suites, 620 Wells Road, Orange Park, Florida 32073, for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules, Rates, Fees and Charges of the District, and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2025-04, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date**

Mr. Torres presented Resolution 2025-04. He asked for Board approval in substantial form, to obtain the address of the Amenity Center from Mr. Smith, as it is the Primary Administrative Office and Principal Headquarters of the District**.**

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2025-04, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date, in substantial form, was adopted.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date**

Mr. Torres presented Resolution 2025-05.

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date, in substantial form, was adopted.

TENTH ORDER OF BUSINESS **Ratification Items**

A. Right of Reconveyance Agreement and Borrow Pit Deed

B. SOLitude Lake Management, LLC Aquatic Management Services Agreement

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the Right of Reconveyance Agreement and Borrow Pit Deed and the SOLitude Lake Management, LLC Aquatic Management Services Agreement, were ratified.

ELEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of December 31, 2024**

Mr. Torres presented the Unaudited Financial Statements as of December 31, 2024.

Mr. Smith asked if Mattamy and Meritage can be invoiced separately. Ms. Henley stated Staff can amend the Funding Agreement and have Meritage sign off on receiving separate invoices.

On MOTION by Ms. Schiffer and seconded by Mr. Smith, with all in favor, the Unaudited Financial Statements as of December 31, 2024, were accepted.

TWELFTH ORDER OF BUSINESS **Approval of July 31, 2024 Regular Meeting Minutes**

On MOTION by Mr. Smith and seconded by Ms. Germino, with all in favor, the July 31, 2024 Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kilinski|Van Wyk, PLLC

Ms. Henley stated the Boundary Amendment was successful and the Amenity Center will be completed and open within the next 30 to 45 days.

B. District Engineer (Interim): England-Thims & Miller, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: February 25, 2025 at 10:00 AM**
  - **QUORUM CHECK**

FOURTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Smith and seconded by Ms. Schiffer, with all in favor, the meeting adjourned at 10:26 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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236 _____ _____
237 Secretary/Assistant Secretary Chair/Vice Chair

LAKES AT BELLA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

LAKES AT BELLA LAGO COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION *Holiday Inn & Suites, 620 Wells Road, Orange Park, Florida 32073*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 22, 2024 CANCELED	**Regular Meeting**	**10:00 AM**
November 14, 2024 CANCELED	**Special Meeting**	**10:00 AM**
January 28, 2025	**Regular Meeting**	**10:00 AM**
February 25, 2025 CANCELED	**Regular Meeting**	**10:00 AM**
March 25, 2025	**Public Hearings and Regular Meeting** *Uniform Method, Debt Assessment & Rules*	**10:00 AM**
April 22, 2025	**Regular Meeting**	**10:00 AM**
May 27, 2025	**Regular Meeting**	**10:00 AM**
June 24, 2025	**Regular Meeting**	**10:00 AM**
July 22, 2025	**Regular Meeting**	**10:00 AM**
August 26, 2025	**Regular Meeting**	**10:00 AM**
September 23, 2025	**Regular Meeting**	**10:00 AM**