

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

August 7, 2023

BOARD OF SUPERVISORS PUBLIC HEARINGS AND REGULAR MEETING AGENDA

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Silverlake 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

July 31, 2023

Board of Supervisors
Silverlake Community Development District

Dear Board Members:

The Board of Supervisors of the Silverlake Community Development District will hold Public Hearings and a Regular Meeting on August 7, 2023 at 5:00 p.m., at the Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2024*
 - A. Administration of Oath of Office to Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B: Memorandum of Voting Conflict
 - B. Consideration of Resolution 2023-43, Designating Certain Officers of the District, and Providing for an Effective Date
4. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2023-46, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

ATTENDEES:

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

5. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2023-47, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Agreement Regarding the Direct Collection of Special Assessments for Fiscal Year 2023-2024
7. Consideration of Fiscal Year 2023-2024 Deficit Funding Agreement
8. Consideration of Resolution 2023-48, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
9. Consideration of Resolution 2023-49, to Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Policies and Rates Regarding District Amenity Facilities
10. Ratification of The City of Lake Alfred Developer's Agreement
11. Ratification of SR Landscaping, LLC Landscape & Irrigation Maintenance Services Agreement
12. Consideration of Resolution 2023-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
13. Acceptance of Unaudited Financial Statements as of June 30, 2023
14. Approval of May 1, 2023 Public Hearings and Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Colliers Engineering & Design*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2023

- NEXT MEETING DATE: October 2, 2023 at 5:00 PM

- QUORUM CHECK

SEAT 1	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	KAT DIGGS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MAX LAW	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ NO

16. Board Members' Comments/Requests
17. Public Comments
18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2023-43

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS
OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Silverlake Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

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PASSED AND ADOPTED this 7th day of August, 2023.

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

4A



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/13/2023, 07/20/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2023.

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$5694.48

Order No: 9043919

of Copies:

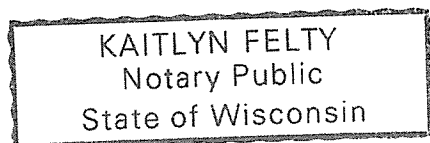
Customer No: 886151

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PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Silverlake Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: August 7, 2023
TIME: 5:00 p.m.
LOCATION: Mackay Gardens and Lakeside Preserve
945 Mackay Boulevard
Lake Alfred, Florida 33850

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Chapters 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment/ Unit (Acre)
Residential Unit	214	1.00	\$1,113.34
Unplatted Land	105.68	1.93	\$2,149.14

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Polk County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

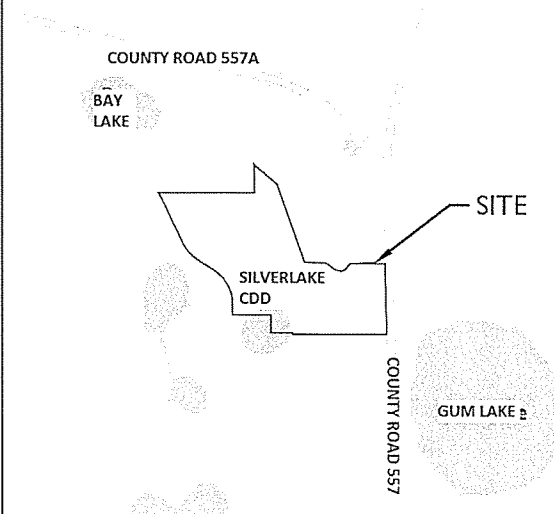
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours 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 aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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.

Kristen Suit
District Manager



SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2023-46

THE ANNUAL APPROPRIATION RESOLUTION OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Silverlake Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Silverlake Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF AUGUST, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget(s)

Exhibit A: Fiscal Year 2023/2024 Budget(s)

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
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**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				
	Adopted Budget FY 2023	Projected through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
REVENUES					
Assessment levy: off-roll	-	-	-	-	230,112
Landowner contribution	120,765	20,800	214,862	235,662	118,203
Total revenues	120,765	20,800	214,862	235,662	348,315
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	10,000	38,000	48,000	48,000
Legal	20,000	10,460	9,540	20,000	15,000
Engineering	10,000	-	10,000	10,000	5,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	2,000	-	2,000	2,000	2,000
Trustee*	9,000	-	9,000	9,000	9,000
Telephone	200	83	117	200	200
Postage	250	49	201	250	250
Printing & binding	500	208	292	500	500
Legal advertising	6,500	-	6,500	6,500	3,000
Annual special district fee	175	-	175	175	175
Insurance - GL, POL	15,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	-	750	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	1,680
Website ADA compliance	210	-	210	210	210
Total professional & administrative	120,765	20,800	89,965	110,765	97,265

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				
	Adopted Budget FY 2023	Projected through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
Field operations					
Field operations manager	-	-	-	-	6,000
Landscape maintenance	-	-	47,126	47,126	94,252
Mulch	-	-	12,500	12,500	25,480
Irrigation repairs	-	-	2,500	2,500	5,000
Landscape replacement	-	-	3,000	3,000	6,000
Pressure cleaning	-	-	2,000	2,000	4,000
Pool maintenance	-	-	6,500	6,500	13,000
Pool permit	-	-	150	150	300
Clubhouse pest control	-	-	375	375	375
Clubhouse/pool repairs	-	-	-	-	750
Clubhouse supplies	-	-	375	375	750
Clubhouse janitorial	-	-	3,750	3,750	7,500
Clubhouse fobs-cameras	-	-	750	750	750
Holiday decorations	-	-	-	-	4,000
General repairs/supplies	-	-	2,500	2,500	5,000
Mitigation/pond maintenance	-	-	5,000	5,000	10,000
Utilities					
Electric- common area	-	-	2,500	2,500	5,000
Water- clubhouse and pool	-	-	1,250	1,250	2,500
Streetlights	-	-	20,271	20,271	40,543
Internet- clubhouse	-	-	500	500	1,000
Property insurance	-	-	5,000	5,000	10,000
Total field operations	-	-	116,047	116,047	242,200
Total expenditures	120,765	20,800	206,012	226,812	339,465
Excess/(deficiency) of revenues over/(under) expenditures	-	-	8,850	8,850	8,850
Fund balance - beginning (unaudited)	-	-	-	-	8,850
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Future repairs***	-	-	8,850	8,850	17,700
Unassigned	-	-	-	-	-
Fund balance - ending	\$ -	\$ -	\$ 8,850	\$ 8,850	\$ 17,700

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

***See page 3

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSIGNED FUND BALANCE**

Future Projects	Estimated Life Expectancy	Estimated Remaining Life	Cost to Replace	Annual Funding
Pool Furniture	12	12	\$ 50,000.00	\$ 2,083.00
Pavers	30	30	\$ 50,000.00	\$ 833.00
Mail Kiosk	25	25	\$ 46,000.00	\$ 1,840.00
Entry Monuments	20	20	\$ 10,000.00	\$ 500.00
Fences	25	25	\$ 20,000.00	\$ 800.00
Pool - Resurfacing	12	12	\$ 30,000.00	\$ 1,250.00
Clubhouse - Roofing	35	35	\$ 30,000.00	\$ 430.00
Clubhouse - Exterior Painting	7	7	\$ 10,000.00	\$ 714.00
Clubhouse - Restroom	25	25	\$ 20,000.00	\$ 400.00
Total			\$ 266,000.00	\$ 8,850.00

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	15,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	9,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	3,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL, POL	5,500
The District will obtain public officials and general liability and property insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations manager	6,000
Landscape maintenance	94,252
Mulch	25,480
Playground mulch	-
Annuals	-
Palm pruning	-
Irrigation repairs	5,000
Landscape replacement	6,000
Pressure cleaning	4,000
Pool maintenance	13,000
Pool permit	300
Clubhouse pest control	375
Clubhouse/pool repairs	750
Clubhouse supplies	750
Clubhouse janitorial	7,500
Clubhouse fobs-cameras	750
Holiday decorations	4,000
General repairs/supplies	5,000
Mitigation/pond maintenance	10,000
Utilities	
Electric- common area	5,000
Water- clubhouse and pool	2,500
Streetlights	40,543
Internet- clubhouse	1,000
Property insurance	10,000
Total expenditures	<u><u>\$339,465</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2023**

	Fiscal Year 2023				
	Proposed Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Revenue & Expenditures	Amended Budget FY 2024
REVENUES					
Special assessment: off-roll	-	-	101,431	101,431	\$ 258,749
Total revenues	-	-	101,431	101,431	258,749
EXPENDITURES					
Debt service					
Principal	-	-	-	-	55,000
Interest	-	-	20,850	-	202,863
Total debt service	-	-	20,850	-	257,863
Other fees & charges					
Costs of issuance	-	188,365	-	188,365	-
Underwriter's discount	-	76,000	-	76,000	-
Total other fees & charges	-	264,365	-	264,365	-
Total expenditures	-	264,365	20,850	264,365	257,863
Excess/(deficiency) of revenues over/(under) expenditures	-	(264,365)	80,581	(162,934)	886
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	457,289	-	457,289	-
Original issue discount	-	(42,700)	-	(42,700)	-
Total other financing sources/(uses)	-	414,589	-	414,589	-
Fund balance:					
Net increase/(decrease) in fund balance	-	150,224	80,581	230,805	886
Beginning fund balance (unaudited)	-	-	-	-	230,805
Ending fund balance (projected)	\$ -	\$ 150,224	\$ 80,581	\$ 230,805	231,691
Use of fund balance:					
Debt service reserve account balance (required)					(129,375)
Principal and Interest expense - November 1, 2024					(100,194)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 2,122

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			101,431.25	101,431.25	3,800,000.00
05/01/24	55,000.00	4.500%	101,431.25	156,431.25	3,745,000.00
11/01/24			100,193.75	100,193.75	3,745,000.00
05/01/25	55,000.00	4.500%	100,193.75	155,193.75	3,690,000.00
11/01/25			98,956.25	98,956.25	3,690,000.00
05/01/26	60,000.00	4.500%	98,956.25	158,956.25	3,630,000.00
11/01/26			97,606.25	97,606.25	3,630,000.00
05/01/27	65,000.00	4.500%	97,606.25	162,606.25	3,565,000.00
11/01/27			96,143.75	96,143.75	3,565,000.00
05/01/28	65,000.00	4.500%	96,143.75	161,143.75	3,500,000.00
11/01/28			94,681.25	94,681.25	3,500,000.00
05/01/29	70,000.00	4.500%	94,681.25	164,681.25	3,430,000.00
11/01/29			93,106.25	93,106.25	3,430,000.00
05/01/30	70,000.00	4.500%	93,106.25	163,106.25	3,360,000.00
11/01/30			91,531.25	91,531.25	3,360,000.00
05/01/31	75,000.00	5.375%	91,531.25	166,531.25	3,285,000.00
11/01/31			89,515.63	89,515.63	3,285,000.00
05/01/32	80,000.00	5.375%	89,515.63	169,515.63	3,205,000.00
11/01/32			87,365.63	87,365.63	3,205,000.00
05/01/33	85,000.00	5.375%	87,365.63	172,365.63	3,120,000.00
11/01/33			85,081.25	85,081.25	3,120,000.00
05/01/34	90,000.00	5.375%	85,081.25	175,081.25	3,030,000.00
11/01/34			82,662.50	82,662.50	3,030,000.00
05/01/35	95,000.00	5.375%	82,662.50	177,662.50	2,935,000.00
11/01/35			80,109.38	80,109.38	2,935,000.00
05/01/36	100,000.00	5.375%	80,109.38	180,109.38	2,835,000.00
11/01/36			77,421.88	77,421.88	2,835,000.00
05/01/37	105,000.00	5.375%	77,421.88	182,421.88	2,730,000.00
11/01/37			74,600.00	74,600.00	2,730,000.00
05/01/38	110,000.00	5.375%	74,600.00	184,600.00	2,620,000.00
11/01/38			71,643.75	71,643.75	2,620,000.00
05/01/39	115,000.00	5.375%	71,643.75	186,643.75	2,505,000.00
11/01/39			68,553.13	68,553.13	2,505,000.00
05/01/40	125,000.00	5.375%	68,553.13	193,553.13	2,380,000.00
11/01/40			65,193.75	65,193.75	2,380,000.00
05/01/41	130,000.00	5.375%	65,193.75	195,193.75	2,250,000.00
11/01/41			61,700.00	61,700.00	2,250,000.00
05/01/42	135,000.00	5.375%	61,700.00	196,700.00	2,115,000.00
11/01/42			58,071.88	58,071.88	2,115,000.00
05/01/43	145,000.00	5.375%	58,071.88	203,071.88	1,970,000.00
11/01/43			54,175.00	54,175.00	1,970,000.00
05/01/44	150,000.00	5.500%	54,175.00	204,175.00	1,820,000.00
11/01/44			50,050.00	50,050.00	1,820,000.00
05/01/45	160,000.00	5.500%	50,050.00	210,050.00	1,660,000.00
11/01/45			45,650.00	45,650.00	1,660,000.00
05/01/46	170,000.00	5.500%	45,650.00	215,650.00	1,490,000.00
11/01/46			40,975.00	40,975.00	1,490,000.00
05/01/47	180,000.00	5.500%	40,975.00	220,975.00	1,310,000.00
11/01/47			36,025.00	36,025.00	1,310,000.00

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	190,000.00	5.500%	36,025.00	226,025.00	1,120,000.00
11/01/48			30,800.00	30,800.00	1,120,000.00
05/01/49	200,000.00	5.500%	30,800.00	230,800.00	920,000.00
11/01/49			25,300.00	25,300.00	920,000.00
05/01/50	210,000.00	5.500%	25,300.00	235,300.00	710,000.00
11/01/50			19,525.00	19,525.00	710,000.00
05/01/51	225,000.00	5.500%	19,525.00	244,525.00	485,000.00
11/01/51			13,337.50	13,337.50	485,000.00
05/01/52	235,000.00	5.500%	13,337.50	248,337.50	250,000.00
11/01/52			6,875.00	6,875.00	250,000.00
05/01/53	250,000.00	5.500%	6,875.00	256,875.00	-
11/01/53			-	-	-
Total	3,800,000.00		3,996,562.56	7,796,562.56	

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

Off-Roll Assessments - Units Subject to Series 2023 Bonds					
Product/Parcel	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
SF 40'	106	833.29	1,073.65	1,906.94	420.88
SF 50'	108	833.29	1,342.06	2,175.35	526.10
Total	214				

Off-Roll Assessments					
Product/Parcel	Units	FY 2024 O&M Assessment per Unit	FY 2024 DS Assessment per Unit	FY 2024 Total Assessment per Unit	FY 2023 Total Assessment per Unit
SF 40'	78	253.86	-	253.86	n/a
SF 50'	126	253.86	-	253.86	n/a
Total	204				

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

5A



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Silverlake Community Development District
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/13/2023, 07/20/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2023.

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$5694.48

Order No: 9043919

of Copies:

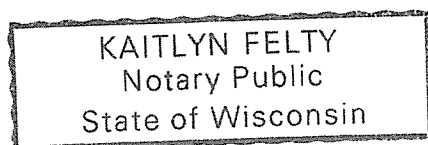
Customer No: 886151

0

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Silverlake Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: August 7, 2023
TIME: 5:00 p.m.
LOCATION: Mackay Gardens and Lakeside Preserve
945 Mackay Boulevard
Lake Alfred, Florida 33850

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Chapters 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment/ Unit (Acre)
Residential Unit	214	1.00	\$1,113.34
Unplatted Land	105.68	1.93	\$2,149.14

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Polk County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

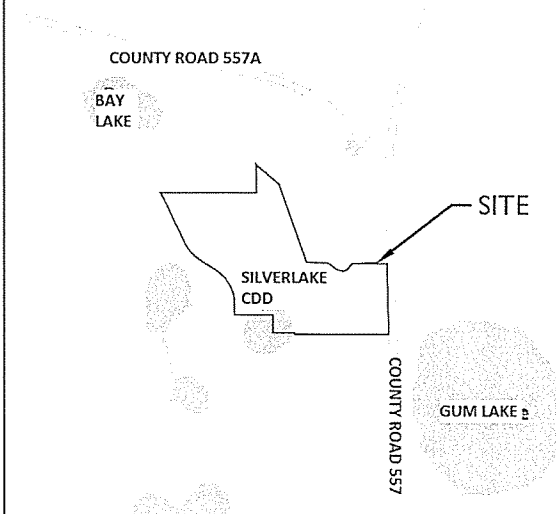
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours 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 aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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.

Kristen Suit
District Manager



SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

5B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Han Liu, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Han Liu, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Silverlake Community Development District ("District").
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on July 7th, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.


By: Han Liu, Financial Analyst

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 7th day of July 2023, by Han Liu, for Wrathell, Hunt & Associates, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



DAPHNE GILLYARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327647
Expires 8/20/2023

NOTARY PUBLIC


Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: GG327647
My Commission Expires: 8/20/2023

EXHIBIT A: Mailed Notice

EXHIBIT A

Silverlake
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

THIS IS NOT A BILL – DO NOT PAY

July 7th, 2023

VIA FIRST CLASS MAIL

PULTE HOME COMPANY LLC

2662 S FALKENBURG RD

RIVERVIEW FL 33578-2553

[PARCEL ID]: 26-27-17-000000-032130, 26-27-17-489326-002160 and 26-27-17-489326-002220

RE: Silverlake Community Development District Fiscal Year 2023/2024 Budget and O&M Assessments

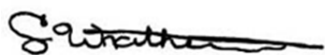
Dear Property Owner:

Pursuant to Chapters 190 and 197, *Florida Statutes*, the Silverlake Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purpose of adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") and levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2023/2024, on August 7, 2023, at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Boulevard, Lake Alfred, Florida 33850. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours 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 aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$465,376.12** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as 105.68 acres unplatted land.

3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment/Unit (Acre)
Residential Unit	214	1.00	\$1,113.34
Unplatted Land	105.68	1.93	\$2,149.14

Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment/Acre (October 1, 2022 – September 30, 2023)	Proposed Annual O&M Assessment/Acre (October 1, 2023 – September 30, 2024)	Change in Annual Dollar Amount/Acre
\$0.00	\$2,149.14	\$2,149.14

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2023/2024, the District intends to have the County Tax Collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Silverlake
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
THIS IS NOT A BILL – DO NOT PAY

July 7th, 2023

VIA FIRST CLASS MAIL

PULTE HOME COMPANY LLC
2662 S FALKENBURG RD
RIVERVIEW FL 33578-2553
[PARCEL ID]: please see Exhibit "B"

RE: Silverlake Community Development District Fiscal Year 2023/2024 Budget and O&M Assessments

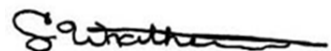
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Sincerely,



Craig Wrathell
District Manager

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3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment/Unit
Residential Unit	214	1.00	\$1,113.34
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Exhibit B

26-27-17-489326-000010	26-27-17-489326-000460	26-27-17-489326-000910
26-27-17-489326-000020	26-27-17-489326-000470	26-27-17-489326-000920
26-27-17-489326-000030	26-27-17-489326-000480	26-27-17-489326-000930
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26-27-17-489326-000070	26-27-17-489326-000520	26-27-17-489326-000970
26-27-17-489326-000080	26-27-17-489326-000530	26-27-17-489326-000980
26-27-17-489326-000090	26-27-17-489326-000540	26-27-17-489326-000990
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26-27-17-489326-000140	26-27-17-489326-000590	26-27-17-489326-001040
26-27-17-489326-000150	26-27-17-489326-000600	26-27-17-489326-001050
26-27-17-489326-000160	26-27-17-489326-000610	26-27-17-489326-001060
26-27-17-489326-000170	26-27-17-489326-000620	26-27-17-489326-001070
26-27-17-489326-000180	26-27-17-489326-000630	26-27-17-489326-001080
26-27-17-489326-000190	26-27-17-489326-000640	26-27-17-489326-001090
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26-27-17-489326-000240	26-27-17-489326-000690	26-27-17-489326-001140
26-27-17-489326-000250	26-27-17-489326-000700	26-27-17-489326-001150
26-27-17-489326-000260	26-27-17-489326-000710	26-27-17-489326-001160
26-27-17-489326-000270	26-27-17-489326-000720	26-27-17-489326-001170
26-27-17-489326-000280	26-27-17-489326-000730	26-27-17-489326-001180
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26-27-17-489326-000350	26-27-17-489326-000800	26-27-17-489326-001250
26-27-17-489326-000360	26-27-17-489326-000810	26-27-17-489326-001260
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26-27-17-489326-000420	26-27-17-489326-000870	26-27-17-489326-001320
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26-27-17-489326-000450	26-27-17-489326-000900	26-27-17-489326-001350

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26-27-17-489326-001520	26-27-17-489326-001970
26-27-17-489326-001530	26-27-17-489326-001980
26-27-17-489326-001540	26-27-17-489326-001990
26-27-17-489326-001550	26-27-17-489326-002000
26-27-17-489326-001560	26-27-17-489326-002010
26-27-17-489326-001570	26-27-17-489326-002020
26-27-17-489326-001580	26-27-17-489326-002030
26-27-17-489326-001590	26-27-17-489326-002040
26-27-17-489326-001600	26-27-17-489326-002050
26-27-17-489326-001610	26-27-17-489326-002060
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26-27-17-489326-001630	26-27-17-489326-002080
26-27-17-489326-001640	26-27-17-489326-002090
26-27-17-489326-001650	26-27-17-489326-002100
26-27-17-489326-001660	26-27-17-489326-002110
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26-27-17-489326-001730	
26-27-17-489326-001740	
26-27-17-489326-001750	
26-27-17-489326-001760	
26-27-17-489326-001770	
26-27-17-489326-001780	
26-27-17-489326-001790	
26-27-17-489326-001800	

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

5C

RESOLUTION 2023-47

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Polk County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 7th day of August 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

6

**AGREEMENT BY AND BETWEEN THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT AND
PULTE HOME COMPANY, LLC REGARDING THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS
FOR FISCAL YEAR 2023-2024**

This **Agreement** is made and entered into as of this _____ day of _____ 2023, by and between:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida (hereinafter "**District**"), and

PULTE HOME COMPANY, LLC, a Michigan limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the "**Property Owner**"). For purposes of this agreement, Property Owner's property is more particularly described in **Exhibit "A"** attached hereto (the "**Property**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commissioners of the City of Lake Alfred, Florida, 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, the 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; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District ("**O&M Assessments**"), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Polk County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

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. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about November 1, 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to December 1, 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District's ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Polk County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for fiscal year 2023-2024, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Pulte Home Company, LLC
2662 Falkenburg Road
Riverview, Florida 33578
Attn: _____

If to the District: Silverlake Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** 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.

7. **AUTHORITY.** 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.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **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 through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** 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.

11. **BENEFICIARIES.** 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.

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

13. **NEGOTIATION AT ARM'S LENGTH.** 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.

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

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

Attest:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: Description of the Property

EXHIBIT A
Description of the Property

LEGAL DESCRIPTION OF SILVERLAKE CDD

THE LEGAL DESCRIPTION OF SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT INCLUDES THE FOLLOWING THREE PARCELS:

PHASE 1

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'27" WEST, DEPARTING THE NORTH LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 160.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 38°19'26" EAST, A DISTANCE OF 161.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET; THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT,

SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19 FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29" THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET, THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET, THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,684,567.72 SQUARE FEET OR 61.629 ACRES, MORE OR LESS.

TOGETHER WITH

PHASE 2

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 7 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 619.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°53'09" EAST, A DISTANCE OF 11147.96 FEET; THENCE NORTH 00°18'01" WEST, DEPARTING THE NORTHERLY LINE OF SAID SECTION 18, A DISTANCE OF 527.50 FEET; THENCE SOUTH 48°42'10" EAST, A DISTANCE OF 552.75 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 1349.90 FEET; THENCE SOUTH 14°20'14" WEST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 04°15'06" EAST, A DISTANCE OF 60.02 FEET; THENCE 02°53'29" EAST, A DISTANCE OF 111.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°00'15" WEST, A DISTANCE OF 121.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 71°49'14" WEST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 09°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 61°30'31" WEST, A DISTANCE OF 68.50 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH

57°46'08" WEST, A DISTANCE OF 345.19 FEET; THENCE SOUTH 75°58'18" WEST, A DISTANCE OF 212.56 FEET; THENCE NORTH 89°59'22" WEST, A DISTANCE OF 88.02 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED-POLK CITY ROAD AS MONUMENTED; THENCE, ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWENTY (20) COURSES; (1) NORTH 00°00'18" WEST, A DISTANCE OF 22.88 FEET; (2) NORTH 02°13'59" WEST, A DISTANCE OF 100.07 FEET; (3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°06'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 33.32 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HURNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET; (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,596,289.94 SQUARE FEET OR 82.560 ACRES, MORE OR LESS.

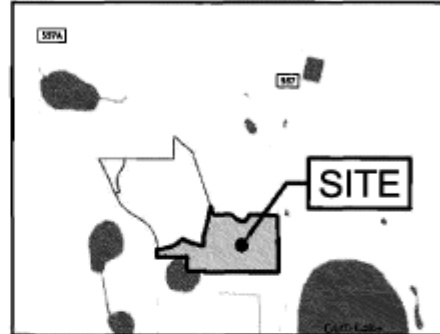
COMBINED PARCELS 1 & 2 CONTAINS 6,280,857.66 SQUARE FEET OR 144.19 ACRES, MORE OR LESS

SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 17 & 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 437 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 89°53'09" EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2657.72 FEET TO THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 26 EAST, ALSO BEING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°07'12" WEST, DEPARTING THE NORTH LINE OF SAID SECTION 18 AND ALONG THE EASTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1208.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°07'44" EAST, DEPARTING THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 AND THE WESTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°57'03" EAST, A DISTANCE OF 398.39 FEET; THENCE SOUTH 49°23'21" EAST, A DISTANCE OF 169.35 FEET; THENCE SOUTH 62°43'06" EAST, A DISTANCE OF 73.03 FEET; THENCE SOUTH 79°21'17" EAST, A DISTANCE OF 104.88 FEET; THENCE NORTH 67°39'02" EAST, A DISTANCE OF 56.94 FEET; THENCE NORTH 28°19'24" EAST, A DISTANCE OF 141.16 FEET; THENCE NORTH 89°51'18" EAST, A DISTANCE OF 447.30 FEET; THENCE SOUTH 00°02'37" WEST, A DISTANCE OF 14.46 FEET; THENCE SOUTH 89°19'57" EAST, A DISTANCE OF 197.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 557 (STATE ROAD 557 BY DEED); THENCE SOUTH 01°09'12" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 1313.22 FEET; THENCE SOUTH 89°58'15" WEST, DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 557, A DISTANCE OF 224.81 FEET; THENCE SOUTH 89°57'34" WEST, A DISTANCE OF 1323.28 FEET; THENCE SOUTH 89°48'02" WEST, A DISTANCE OF 186.89 FEET; THENCE NORTH 00°00'49" WEST, A DISTANCE OF 29.47 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°53'50" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 398.86 FEET; THENCE NORTH 00°06'10" WEST, DEPARTING THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 330.11 FEET; THENCE SOUTH 89°53'17" WEST, A DISTANCE OF 698.75 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF LAKE ALFRED - POLK CITY ROAD, AS MONUMENTED; THENCE NORTH 01°52'13" WEST, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 99.20 FEET; THENCE NORTH 00°00'18" WEST, A DISTANCE OF 77.12 FEET;



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION CONTINUED ON SHEET 2.

NOTES

- THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
- IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION OR INK SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
- BEARINGS SHOWN HEREON ARE BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS USING NATIONAL GEODETIC SURVEY MONUMENT STAMPED "K059 1991" PID AK7099 NAD 1983(2011). THE HORIZONTAL COMBINED FACTOR IS 0.99994909.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
- THIS IS NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

(SEE SHEET 2 FOR PARENT PARCEL)
(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 4 FOR LINE AND CURVE TABLES)
NOT VALID WITHOUT THE SIGNATURE AND THE PHYSICAL INK SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

THIS CERTIFICATE THAT THE SURVEY REPRESENTED HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION AND UNDER THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS CHAPTER 463-10, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 463.05, FLORIDA STATUTES, AND THAT THE SURVEY HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS NOT VALID WITHOUT THE SIGNATURE AND THE PHYSICAL INK SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 Colliers Engineering & Design www.colliersengineering.com MAKER ENGINEERING, LLC IS A DIVISION OF COLLIERS ENGINEERING, LLC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM COLLIERS ENGINEERING, LLC.	ROHLFING GROVES PHASE 1 FOR PULTE HOMES COMPANY, LLC. 2830 HIGHWAY 557 POLK CITY POLK COUNTY, FLORIDA	 PROTECT YOURSELF BY CALLING 811 BEFORE ANY EXCAVATION, REPAIRS, OR ANY OTHER GROUNDWORK. IT WILL SAVE YOU TIME AND MONEY. CALL 811 TODAY. Colliers Engineering & Design 3001 West Virginia Avenue Tampa, FL 33604 Phone: 813.287.1181 www.colliersengineering.com	<table border="1"> <tr> <th colspan="4">ROHLFING GROVES PHASE 1</th> </tr> <tr> <td>DATE</td> <td>DATE</td> <td>REVISION</td> <td>BY</td> </tr> <tr> <td>AS SHOWN</td> <td>06/06/2017</td> <td>N/A</td> <td>CDP</td> </tr> <tr> <td>PROJECT NUMBER</td> <td>21000010A</td> <td>ISSUED BY</td> <td>1A</td> </tr> <tr> <td colspan="4">SHEET TITLE</td> </tr> <tr> <td colspan="4">EXHIBIT "A"</td> </tr> <tr> <td colspan="4">SHEET NUMBER</td> </tr> <tr> <td colspan="4">1 of 5</td> </tr> </table>	ROHLFING GROVES PHASE 1				DATE	DATE	REVISION	BY	AS SHOWN	06/06/2017	N/A	CDP	PROJECT NUMBER	21000010A	ISSUED BY	1A	SHEET TITLE				EXHIBIT "A"				SHEET NUMBER				1 of 5			
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**SECTIONS 17 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LEGAL DESCRIPTION

LEGAL DESCRIPTION CONTINUED FROM SHEET 1:

THENCE SOUTH 89°59'22" EAST, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID LAKE ALFRED - POLK CITY ROAD, A DISTANCE OF 88.02 FEET; THENCE NORTH 75°58'18" EAST, A DISTANCE OF 212.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 610.27 FEET AND A CENTRAL ANGLE OF 32°51'24"; THENCE 349.97 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°46'08" EAST, A DISTANCE OF 345.19 FEET TO THE POINT OF INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 411.00 FEET AND A CENTRAL ANGLE OF 89°33'37"; THENCE 68.58 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE SUBTENDED BY A CHORD BEARING SOUTH 61°30'31" EAST, A DISTANCE OF 68.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1439.72 FEET AND A CENTRAL ANGLE OF 13°08'33"; THENCE 330.24 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 71°49'14" EAST, A DISTANCE OF 329.52 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 440.99 FEET AND A CENTRAL ANGLE OF 15°46'29"; THENCE 121.42 FEET, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 85°00'15" EAST, A DISTANCE OF 121.03 FEET; THENCE NORTH 02°53'29" WEST, A DISTANCE OF 111.00 FEET; THENCE NORTH 04°15'06" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 14°20'14" EAST, A DISTANCE OF 763.57 FEET; THENCE SOUTH 19°07'44" EAST, A DISTANCE OF 99.21 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,684,567.72 SQUARE FEET OR 61.629 ACRES, MORE OR LESS

(SEE SHEET ONE FOR NOTES AND DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

202110100014AMSurvey\Exam\Drawings\EXHIBIT A.dwg(5/11/21) By: RUSCHNER

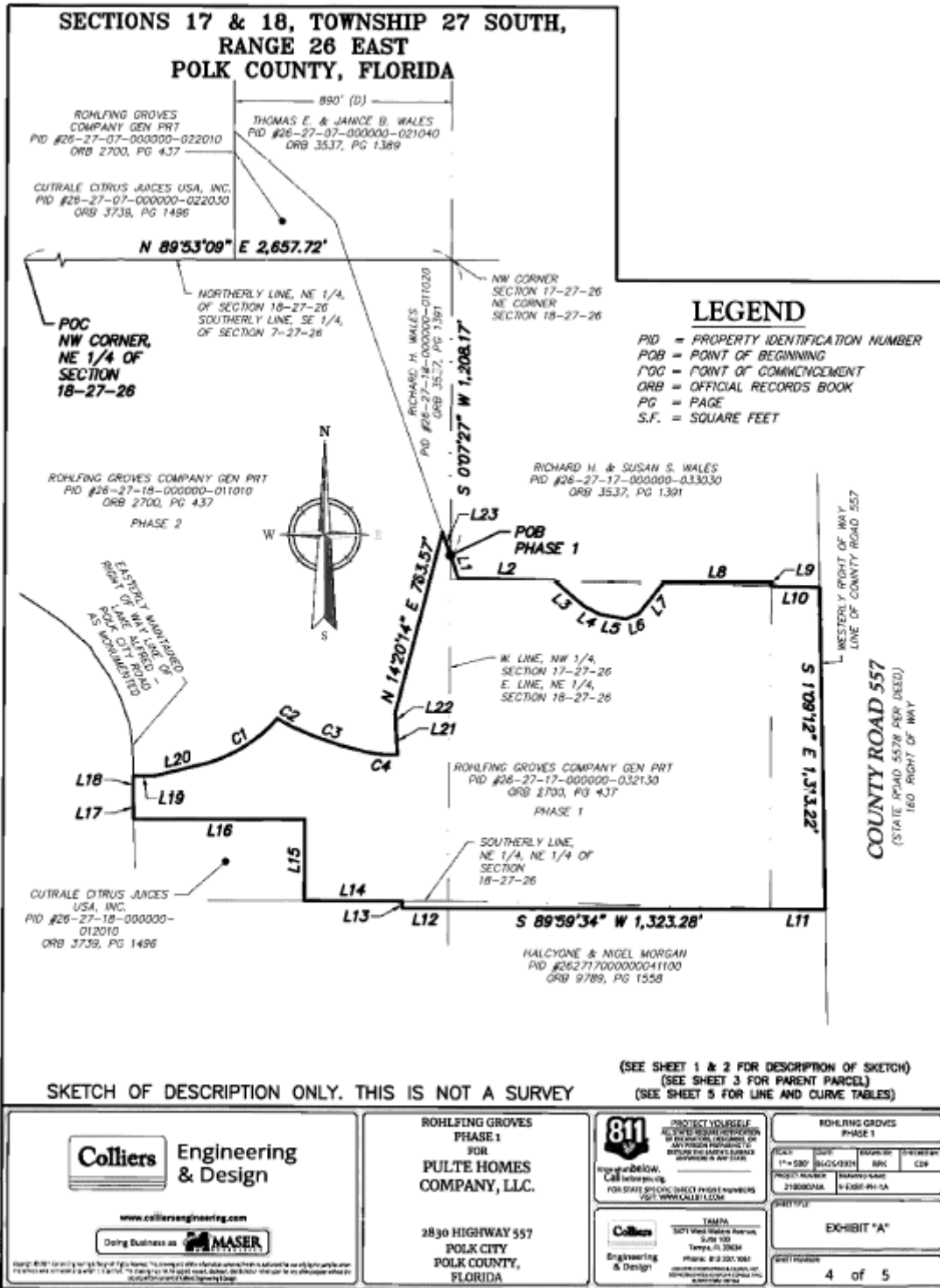
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ROHLFING GROVES PHASE 1 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">STATE</td> <td style="width: 25%;">SPR</td> <td style="width: 25%;">DRAWN BY</td> <td style="width: 25%;">CHECKED BY</td> </tr> <tr> <td>FL</td> <td>SPR</td> <td>SPR</td> <td>SPR</td> </tr> <tr> <td>PROJECT NUMBER</td> <td colspan="3">PROJECT DATE</td> </tr> <tr> <td>21080001A</td> <td colspan="3">7/28/21-8/11/21</td> </tr> </table> SHEET TITLE EXHIBIT "A" SHEET NUMBER 2 of 5			STATE	SPR	DRAWN BY	CHECKED BY	FL	SPR	SPR	SPR	PROJECT NUMBER	PROJECT DATE			21080001A	7/28/21-8/11/21		
STATE	SPR	DRAWN BY	CHECKED BY															
FL	SPR	SPR	SPR															
PROJECT NUMBER	PROJECT DATE																	
21080001A	7/28/21-8/11/21																	

COUNTY ROAD 557
(STATE ROAD 5578 PER DEED)
160' RIGHT OF WAY

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(P) = PLAT DIMENSION
(C) = CALCULATED DIMENSION
(D) = DEED DIMENSION
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
S.F. = SQUARE FEET

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 4 FOR SUBJECT PARCEL)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

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**SECTIONS 17 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

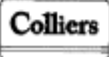
LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	S 19° 07' 44" E	99.69'
L2	S 88° 57' 03" E	398.39'
L3	S 49° 23' 21" E	180.35'
L4	S 62° 43' 06" E	73.03'
L5	S 79° 21' 17" E	104.68'
L6	N 87° 39' 02" E	58.94'
L7	N 38° 19' 26" E	161.16'
L8	N 89° 51' 18" E	447.30'
L9	S 0° 02' 37" W	14.46'
L10	S 89° 19' 57" E	197.80'
L11	S 89° 58' 15" W	224.81'
L12	S 89° 48' 02" W	188.69'

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L13	N 0° 00' 49" W	29.47'
L14	S 89° 53' 50" W	398.86'
L15	N 0° 06' 10" W	330.11'
L16	S 89° 53' 17" W	698.75'
L17	N 1° 52' 13" W	99.20'
L18	N 0° 00' 18" W	77.12'
L19	S 89° 59' 22" E	88.02'
L20	N 75° 58' 18" E	212.56'
L21	N 2° 53' 29" W	111.00'
L22	N 4° 15' 06" W	60.02'
L23	S 19° 07' 44" E	99.21'

CURVE DATA				
SEGMENT	RADIUS	LENGTH	DELTA	CHORD
C1	610.27'	349.97'	32° 51' 24"	N 57° 46' 08" E 345.19'
C2	411.00'	68.58'	9° 33' 37"	S 61° 30' 31" E 68.50'
C3	1438.72'	330.24'	13° 08' 33"	S 71° 49' 14" E 329.52'
C4	440.99'	121.42'	15° 48' 29"	S 85° 00' 15" E 121.03'

(SEE SHEETS 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

 Engineering & Design www.colliersengineering.com Doing Business as  Colliers Engineering & Design, Inc. is a registered professional engineering firm in the State of Florida. The company is not a surveying firm. The company is not a land surveying firm. The company is not a civil engineering firm. The company is not a mechanical engineering firm. The company is not an electrical engineering firm. The company is not a chemical engineering firm. The company is not a nuclear engineering firm. The company is not a geotechnical engineering firm. The company is not a structural engineering firm. The company is not a transportation engineering firm. The company is not a water resources engineering firm. The company is not a coastal and ocean engineering firm. The company is not a petroleum engineering firm. The company is not a mining engineering firm. The company is not a metallurgical engineering firm. The company is not a materials engineering firm. The company is not a biomedical engineering firm. The company is not a food engineering firm. The company is not a textile engineering firm. The company is not a paper engineering firm. The company is not a plastic engineering firm. The company is not a rubber engineering firm. The company is not a glass engineering firm. The company is not a ceramic engineering firm. The company is not a composite engineering firm. The company is not a polymer engineering firm. The company is not a textile engineering firm. The company is not a paper engineering firm. The company is not a plastic engineering firm. The company is not a rubber engineering firm. The company is not a glass engineering firm. The company is not a ceramic engineering firm. The company is not a composite engineering firm. The company is not a polymer engineering firm.	ROHLING GROVES PHASE 1 FOR PULTE HOMES COMPANY, LLC. 2830 HIGHWAY 557 POLK CITY POLK COUNTY, FLORIDA	811 PROTECT YOURSELF BEFORE YOU DIG. CALL BEFORE YOU DIG. 811 FLORIDA. 811.FLORIDA.GOV FOR STATE WIDE 811 SERVICE VISIT WWW.811.FLORIDA.GOV Colliers Engineering & Design 3411 West Park Avenue, Suite 100 Tampa, FL 33604 Phone: 813.257.1861 Fax: 813.257.1862 www.colliersengineering.com	ROHLING GROVES PHASE 1 <table border="1"> <tr> <td>DATE</td> <td>DATE</td> <td>ISSUED BY</td> <td>FOR REVIEW</td> </tr> <tr> <td>ALL SHOWN DATES/ISSUE</td> <td>DATE</td> <td>DATE</td> <td>DATE</td> </tr> </table> PROJECT NUMBER: 110000044 PROJECT NAME: ROHLING GROVES SHEET NUMBER: 5 of 5 EXHIBIT "A"	DATE	DATE	ISSUED BY	FOR REVIEW	ALL SHOWN DATES/ISSUE	DATE	DATE	DATE
DATE	DATE	ISSUED BY	FOR REVIEW								
ALL SHOWN DATES/ISSUE	DATE	DATE	DATE								

20211210000744XSurvey\Subarea\DWG\DWG-17-1A.dwg (SAT: 05 10:45) RSK:SKN:SKN

**SECTIONS 7 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA**

LEGAL DESCRIPTION

LEGAL DESCRIPTION CONTINUED FROM SHEET 1:

(3) NORTH 07°33'38" WEST, A DISTANCE OF 80.70 FEET; (4) NORTH 18°49'57" WEST, A DISTANCE OF 121.20 FEET; (5) NORTH 27°10'18" WEST, A DISTANCE OF 99.99 FEET; (6) NORTH 35°38'29" WEST, A DISTANCE OF 101.15 FEET; (7) NORTH 28°56'50" WEST, A DISTANCE OF 40.20 FEET; (8) NORTH 47°04'25" WEST, A DISTANCE OF 60.47 FEET; (9) NORTH 49°17'49" WEST, A DISTANCE OF 100.38 FEET; (10) NORTH 56°09'02" WEST, A DISTANCE OF 100.29 FEET; (11) NORTH 56°40'27" WEST, A DISTANCE OF 100.24 FEET; (12) NORTH 57°04'38" WEST, A DISTANCE OF 99.99 FEET; (13) NORTH 57°01'12" WEST, A DISTANCE OF 99.99 FEET; (14) NORTH 51°32'54" WEST, A DISTANCE OF 100.36 FEET; (15) NORTH 47°09'00" WEST, A DISTANCE OF 101.33 FEET; (16) NORTH 38°45'34" WEST, A DISTANCE OF 101.33 FEET; (17) NORTH 41°36'41" WEST, A DISTANCE OF 43.70 FEET; (18) NORTH 32°48'56" WEST, A DISTANCE OF 101.08 FEET; (19) NORTH 26°20'40" WEST, A DISTANCE OF 100.05 FEET; (20) NORTH 24°46'20" WEST, A DISTANCE OF 85.49 FEET; THENCE NORTH 64°21'03" EAST, DEPARTING SAID EASTERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 120.11 FEET TO A POINT ON THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) WETLAND LINE AS MARKED BY HORNER ENVIRONMENTAL SERVICES ON 02/02/2021; THENCE ALONG SAID S.W.F.W.M.D. WETLAND LINE, THE FOLLOWING TEN (10) COURSES; (1) NORTH 34°35'46" WEST, A DISTANCE OF 42.00 FEET; (2) NORTH 18°51'32" WEST, A DISTANCE OF 87.43 FEET; (3) NORTH 09°48'14" WEST, A DISTANCE OF 81.39 FEET; (4) NORTH 02°22'15" WEST, A DISTANCE OF 65.88 FEET; (5) NORTH 11°45'00" EAST, A DISTANCE OF 98.88 FEET; (6) NORTH 22°02'10" EAST, A DISTANCE OF 64.64 FEET; (7) NORTH 33°22'31" EAST, A DISTANCE OF 118.48 FEET; (8) NORTH 27°00'21" EAST, A DISTANCE OF 85.30 FEET; (9) NORTH 17°10'39" EAST, A DISTANCE OF 75.72 FEET; (10) NORTH 09°38'35" EAST, A DISTANCE OF 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,596,289.94 SQUARE FEET OR 82.560 ACRES, MORE OR LESS.

(SEE SHEET ONE FOR NOTES AND DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR PARENT PARCEL)
(SEE SHEET 4 FOR SKETCH OF DESCRIPTION)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

Colliers Engineering & Design

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**ROHLFING GROVES
PHASE 2
FOR
PULTE HOMES
COMPANY, LLC.**

2830 HIGHWAY 557
POLK CITY
POLK COUNTY,
FLORIDA



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Fax: 813.251.1002
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**ROHLFING GROVES
PHASE 2**

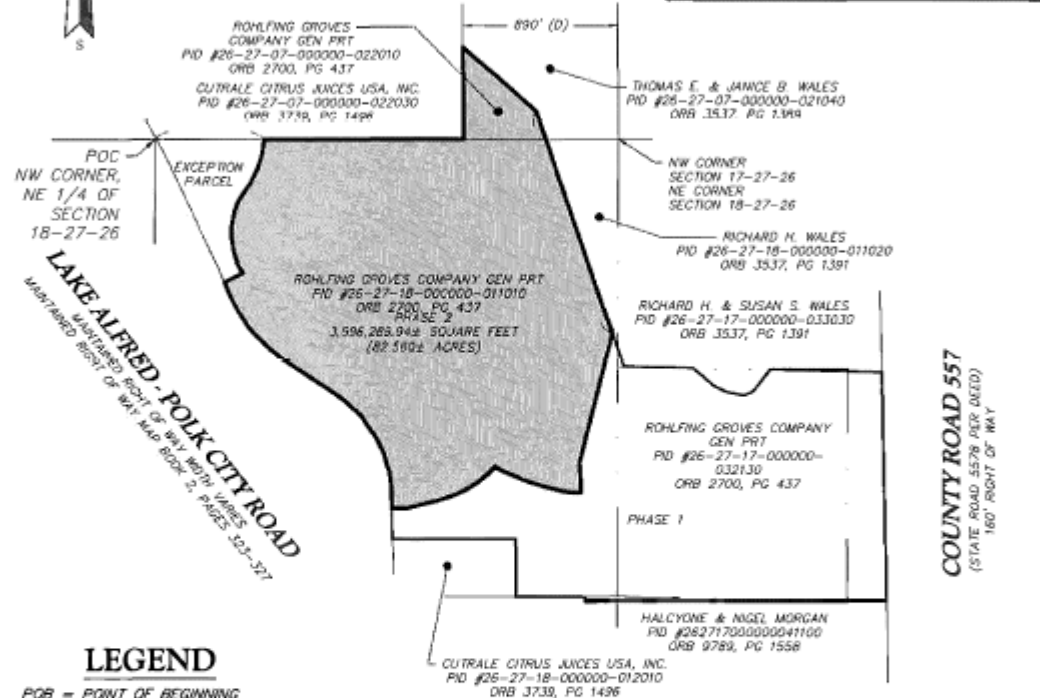
DATE	DATE	DATE	DATE
AS SHOWN	11/12/2021	DATE	DATE
PROJECT NUMBER	21-000574A	PROJECT NUMBER	21-000574A

EXHIBIT "A"

2 of 5

2021011000004654-royal-engineering.com-21-000574A.dwg(SHT-02) By: BARCHMEIER

SECTIONS 7 & 18, TOWNSHIP 27 SOUTH,
RANGE 26 EAST
POLK COUNTY, FLORIDA



LEGEND

- POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(P) = PLAT DIMENSION
(C) = CALCULATED DIMENSION
(D) = DEED DIMENSION
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
S.F. = SQUARE FEET

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 4 FOR SUBJECT PARCEL)
(SEE SHEET 5 FOR LINE AND CURVE TABLES)

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ROHLFING GROVES
PHASE 1
FOR
PULTE HOMES
COMPANY, LLC.

2830 HIGHWAY 557
POLK CITY
POLK COUNTY,
FLORIDA

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PHASE 1
DATE: 10/11/2011
BY: JPM
CHECKED BY: JPM
PROJECT NUMBER: 27000014A
DRAWING NUMBER: 14-0001-Ph-2A

EXHIBIT "A"
3 of 5

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

7

**SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 DEFICIT FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this 1st day of October 2023, by and between:

Silverlake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lake Alfred, Polk County, Florida (“**District**”), with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

Pulte Home Company, LLC, a Michigan limited liability company and the developer and owner of undeveloped lands in the District (“**Developer**”) with a mailing address of 2662 South Falkenburg Road, Riverview, Florida 33578.

Recitals

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Lake Alfred, Florida 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, the District has adopted its annual budget for Fiscal Year 2023/2024 (“**FY 2023/2024 Budget**”), which begins on October 1, 2023 and ends on September 30, 2024, and has levied and imposed operations and maintenance assessments (“**O&M Assessments**”) on lands within the District to fund a portion of the FY 2023/2024 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any “**Budget Deficit**,” representing the difference between the FY 2023/2024 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

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 any monies (“**Developer Contributions**”) necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers’ consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement among 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.

3. 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. DEFAULT. A default by any party under this Agreement shall entitle the other(s) 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.

6. ENFORCEMENT. In the event that any 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(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. THIRD PARTY BENEFICIARIES. 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.

8. CHOICE OF LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

9. ARM'S LENGTH. This Agreement has been negotiated fully among 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.

10. PUBLIC RECORDS. The 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, the 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. The Developer acknowledges that the designated public records custodian for the District is Kristen Suit ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 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 the 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 the Developer, the 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.

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

11. EFFECTIVE DATE. The Agreement shall be effective after execution by the parties hereto.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[Signatures on next page]

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

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2023-48

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Silverlake Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of August, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023	Regular Meeting	5:00 PM
November 6, 2023	Regular Meeting	5:00 PM
December 4, 2023	Regular Meeting	5:00 PM
January __, 2024	Regular Meeting	5:00 PM
February 5, 2024	Regular Meeting	5:00 PM
March 4, 2024	Regular Meeting	5:00 PM
April 1, 2024	Regular Meeting	5:00 PM
May 6, 2024	Regular Meeting	5:00 PM
June 3, 2024	Regular Meeting	5:00 PM
July 1, 2024	Regular Meeting	5:00 PM
August 5, 2024	Regular Meeting	5:00 PM
September __, 2024	Regular Meeting	5:00 PM

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2023-49

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING POLICIES AND RATES REGARDING DISTRICT AMENITY FACILITIES.

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. The Board intends to adopt policies setting forth the suspension and termination of privileges relating to the use of the District’s recreation facilities and services, and to establish non-resident fees related to the use of the District’s recreation facilities and services, a proposed copy of which is attached hereto as **Exhibit A** (“Amenities Rules”). The Board will hold a public hearing to consider the Amenities Rules at a meeting of the Board to be held on _____, 2023 at 5:00 p.m., at the following location:

Mackay Gardens and Lakeside
Preserve, 945 Mackay Blvd.
Lake Alfred, Florida, 33850

Section 3. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 11TH DAY OF AUGUST, 2023.

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Amenities Rules

EXHIBIT A: Amenities Rules

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

PART 1: Silverlake Community Development District Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)

Effective Date: _____, 2023

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these "Amenity Operating Rules," the "Rule for Amenities Rates," and the "Disciplinary and Enforcement Rule."

"Amenity Manager" – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., _____).

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Silverlake Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District (i.e., Wrathell, Hunt & Associates, LLC).

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

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

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

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

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

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

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

1. A Renter who is designated 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.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS KEY FOBs

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$25 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the Amenity Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME

TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager at _____.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. **Guests.** Guests must be accompanied by a Patron while using the Amenities.
2. **Minors.** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.
3. **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. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor

of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.

7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
18. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
19. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be

turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters 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.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for

twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

18. **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.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **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.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.

5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **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.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
1. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full

amount of the “**Deposit**” as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the “**Rental Fee**” as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron’s Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).

3. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the “**Event Host.**” The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District’s point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.
2. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
3. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - 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 counters, table tops, and chairs;
 - e. Clean out and wipe down any other appliances used;
 - f. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
4. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron’s access and use privileges until such Patron pays any such amounts.
5. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond

the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.

6. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
7. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
8. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:
 - a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
 - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
9. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
10. **After-hours Rentals.** The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
 - a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door, if applicable. All events must be concluded and all clean-up must be complete by 11 p.m.
 - b. Both the rental card and the door key (if applicable) must be returned to Amenities 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.
 - c. If the rental card and door key (if applicable) are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.

- d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME,

FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

EXHIBIT A: Consent and Waiver Agreement

EXHIBIT B: Rental Agreement

EXHIBIT A
SILVERLAKE CDD - CONSENT AND WAIVER AGREEMENT

The Silverlake Community Development District ("District") owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District's patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, "Activities"), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, PULTE HOME COMPANY, LLC, AND _____, AND ANY OF THEIR AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE "INDEMNITEES") FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. 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 statute or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: _____

Participant Signature: _____

Date: _____

(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child's involvement or participation in the Activities.

Parent/Guardian Name: _____

(if Participant is a minor child)

Parent/Guardian Signature: _____

Date: _____

(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE AMENITY MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the Amenity Manager.

EXHIBIT B
SILVERLAKE CDD – RENTAL AGREEMENT

SILVERLAKE CDD FACILITY RENTAL AGREEMENT

Outdoor Covered Area

NAME: _____ **PHONE#** _____

ADDRESS: _____ **Facility Access Card#** _____

EMAIL: _____

EVENT HOST: _____ **PHONE#** _____

Today's Date: _____ **Date of Event:** _____ **Type of Event:** _____ **# of Guests:** _____

Start time: _____ **End Time:** _____ **Total Number of Hours:** _____

Rentals may be made on a per hour basis with a minimum of 2 hours per reservation. After 2 hours, fractions of an hour will be rounded up to the next whole hour.

Facilities are only available for rental by Patrons ages 18 or older, unless otherwise directed by the District.

<u>Item</u>	<u>Rate</u>
Rental Rate	\$50 per hour, 2 hours minimum Non-refundable
Security Deposit	\$200, refundable

Maximum # of people allowed within the rental area: ____ attendees.

☐ Alcohol is being served. If yes, must provide a copy of the applicable insurance policy.

Rental Check: Amount: _____ Date: _____ Check Number: _____

Security Check: Amount: _____ Date: _____ Check Number: _____

CHECK MADE PAYABLE TO: Silverlake CDD

Staffing: Staff is not required to be on duty on the District premises during the rental.

Payment of Fees: The deposit and certificate of insurance (if applicable) are required at the time the reservation is made. Deposits are fully refundable if the event is cancelled with fifteen (15) days' notice to the District.

Deposit: To receive a full refund of the security deposit, the following must be completed in a timely fashion:

- Ensure that all garbage is removed and placed in the dumpster and replace the trash can liner.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, tabletops, and chairs.
- Ensure that no damage has occurred to the amenity facilities.
- Clean out and wipe down any other appliances used.

- Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

RENTAL POLICIES (Please read and initial next to each item indication acceptance and understanding)

_____ Furniture MAY NOT be removed from the area.
 _____ The facilities must be left in the same or better condition it was found prior to the event.
 _____ Time allotted for the event includes time for set-up and cleaning and may not be exceeded.
 _____ No excessive noise, profanity, or boisterous actions. The volume of live or recorded music must not violate applicable noise ordinances or unreasonably interfere with residents' enjoyment of their homes and staff offices.
 _____ Designated capacity of the area may not be exceeded.
 _____ I understand the rental of the above area does NOT include the reserved private use of the pool or any indoor facilities.
 _____ Alcohol is NOT permitted except with prior disclosure to District staff pursuant to this form.
 _____ NO glass.
 _____ NO smoking.
 _____ The Event Host MUST be present for the duration of the rental.
 _____ Individuals renting the facilities are responsible for ensuring that their guests adhere to the policies set forth herein.

I agree that by submission of the rental application, I will be held liable for any and all damages, losses and expenses incurred by the District caused by the acts and/or omissions of myself, or any of my guests, agents, officers, directors, employees, consultants, or similar persons. Further, I agree to indemnify, defend and hold the District harmless of any and all claims, suits, judgments, damages, losses and expenses, including but not limited to court costs, expert witnesses, consultation services and attorney fees, arising from any and all acts and/or omissions of myself, or any of my guests, agents, officers, directors, employees, consultants, or similar persons. I understand that nothing contained in this rental policy or rental application shall constitute or be construed as a waiver of Silverlake CDD's limitations on liability contained in Section 768.28, *Florida Statutes* or other Florida law.

I have read and understand the above rules and regulations concerning my facility rental at the CDD. I also agree to the full terms, conditions, and provisions of the CDD's amenity facility policies, including but not limited to the indemnification language found therein. I understand that I am responsible for the actions and damage caused by my guests, agents, officers, directors, employees, consultants, or similar persons. I also understand that any violation of said contract or policies may result in partial or full forfeiture of my security deposit and amenity privileges. By signature herein, I recognize that this document may be subject to Florida's public records laws, Chapter 119, *Florida Statutes*.

[continued next page]

Office Use:

Date Received: _____

Copy given to resident: _____

Alcoholic Beverages:

_____ *Will NOT be served*

_____ *BYOB Alcohol; copy of Resident Homeowners Insurance Rider/Endorsement Providing Special Event Coverage Provided: YES/NO*

_____ *Will be Served/Sold; copy of Special Events Insurance Coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider with District Named as Additional Insured Provided: YES/NO (This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.)*

Renter Signature

Date

CDD Representative Signature

Date

PART 2: Silverlake Community Development District

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)

Effective Date: _____, 2023, as amended _____

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Silverlake Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Outdoor Seating Area.** Any patron wishing to have the exclusive use of the covered outdoor seating area must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Area	Rental Fee	Deposit
Outdoor Seating Area Under Roof	\$50/hour, 2 hours minimum*	\$200*

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	\$10/each
Replacement of Damaged, Lost, or Stolen FOB	\$25/each

6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

PART 3: Silverlake Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: _____, 2023

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. Suspension of Rights. The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. Authority of Amenity Manager. The Amenity Manager, in consultation with the District Manager, may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the Amenity Manager. Any such

person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **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.

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SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

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PART 1: Silverlake Community Development District
Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)
Effective Date: _____, 2023

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern the operation of the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Rules" or "Rules" – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these "Amenity Operating Rules," the "Rule for Amenities Rates," and the "Disciplinary and Enforcement Rule."

"Amenity Manager" – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., _____).

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's Rule for Amenities Rates.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Silverlake Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District (i.e., Wrathell, Hunt & Associates, LLC).

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

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

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

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

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

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

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

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1. A Renter who is designated 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.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS KEY FOBS

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are ~~\$5025~~ each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the Amenity Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME

TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager at _____.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. **Guests.** Guests must be accompanied by a Patron while using the Amenities.
2. **Minors.** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.
3. **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. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor

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of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.

7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
18. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
19. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be

turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters 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.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for

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twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

18. **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.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **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.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.

3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **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.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served

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basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).

4.3. Event Host. Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host**." The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.

5.2. Cancellations. Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.

6.3. Deposits. Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):

- 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. Stack chairs in stacks of ten (10);~~
- ~~e. Fold all folding tables and place in hallway;~~
- ~~f.d.~~ Wipe off counters, table tops, and ~~the sink area~~ chairs;
- ~~g.e.~~ Clean out and wipe down ~~the refrigerator as well as any cabinets and other~~ appliances used;
- ~~h. Lock all doors after the last guest leaves; and~~
- ~~i.f.~~ Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

7.4. Additional Cleaning or Damage. The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such

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costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.

8.5. Duration of Rentals. Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.

9.6. Capacity. The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.

10.7. Noise. The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.

11.8. Alcohol. Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a "bring your own beverage" or "BYOB" basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District's discretion:

- a. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
- b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.

12.9. Insurance. Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.

13.10. After-hours Rentals. The operating hours of the Amenities may vary from time to time, in the District's discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:

- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. ~~The rental card will permit access until 11 p.m., if applicable.~~ All events must be concluded and all clean-up must be complete by 11 p.m.
- b. Both the rental card and the door key (if applicable) must be returned to Amenities staff the next business day following the event, during normal business hours. Any

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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.

- c. If the rental card and door key (if applicable) are not returned within three (3) business days following the event, the Event Host's regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
- d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID

PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENTEXHIBIT A: Consent and Waiver Agreement

EXHIBIT B: Rental Agreement

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EXHIBIT A

SILVERLAKE CDD - CONSENT AND WAIVER AGREEMENT

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The Silverlake Community Development District ("District") owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District's patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, "Activities"), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, PULTE HOME COMPANY, LLC, AND _____, AND ANY OF THEIR AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE "INDEMNITEES") FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. 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 statute or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: _____
Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)
- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child's involvement or participation in the Activities.

Parent/Guardian Name: _____
(if Participant is a minor child)
Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)
Address: _____
Phone Number (home): _____
Phone Number (alternate): _____
Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE AMENITY MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the Amenity Manager.

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EXHIBIT B
SILVERLAKE CDD – RENTAL AGREEMENT

SILVERLAKE CDD FACILITY RENTAL AGREEMENT

Outdoor Covered Area

NAME: _____ **PHONE#** _____

ADDRESS: _____ **Facility Access Card#** _____

EMAIL: _____

EVENT HOST: _____ **PHONE#** _____

Today's Date: _____ **Date of Event:** _____ **Type of Event:** _____ **# of Guests:** _____

Start time: _____ **End Time:** _____ **Total Number of Hours:** _____

Rentals may be made on a per hour basis with a minimum of 2 hours per reservation. After 2 hours, fractions of an hour will be rounded up to the next whole hour.

Facilities are only available for rental by Patrons ages 18 or older, unless otherwise directed by the District.

<u>Item</u>	<u>Rate</u>
<u>Rental Rate</u>	<u>\$50 per hour, 2 hours minimum</u> <u>Non-refundable</u>
<u>Security Deposit</u>	<u>\$200, refundable</u>

Maximum # of people allowed within the rental area: _____ **attendees.**

☐ **Alcohol is being served. If yes, must provide a copy of the applicable insurance policy.**

Rental Check: Amount: _____ Date: _____ Check Number: _____

Security Check: Amount: _____ Date: _____ Check Number: _____

CHECK MADE PAYABLE TO: Silverlake CDD

Staffing: Staff is not required to be on duty on the District premises during the rental.

Payment of Fees: The deposit and certificate of insurance (if applicable) are required at the time the reservation is made. Deposits are fully refundable if the event is cancelled with fifteen (15) days' notice to the District.

Deposit: To receive a full refund of the security deposit, the following must be completed in a timely fashion:

- Ensure that all garbage is removed and placed in the dumpster and replace the trash can liner.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, tabletops, and chairs.
- Ensure that no damage has occurred to the amenity facilities.
- Clean out and wipe down any other appliances used.

- Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.

RENTAL POLICIES (Please read and initial next to each item indication acceptance and understanding)

Furniture MAY NOT be removed from the area.
The facilities must be left in the same or better condition it was found prior to the event.
Time allotted for the event includes time for set-up and cleaning and may not be exceeded.
No excessive noise, profanity, or boisterous actions. The volume of live or recorded music must not violate applicable noise ordinances or unreasonably interfere with residents' enjoyment of their homes and staff offices.
Designated capacity of the area may not be exceeded.
I understand the rental of the above area does NOT include the reserved private use of the pool or any indoor facilities.
Alcohol is NOT permitted except with prior disclosure to District staff pursuant to this form.
NO glass.
NO smoking.
The Event Host MUST be present for the duration of the rental.
Individuals renting the facilities are responsible for ensuring that their guests adhere to the policies set forth herein.

I agree that by submission of the rental application, I will be held liable for any and all damages, losses and expenses incurred by the District caused by the acts and/or omissions of myself, or any of my guests, agents, officers, directors, employees, consultants, or similar persons. Further, I agree to indemnify, defend and hold the District harmless of any and all claims, suits, judgments, damages, losses and expenses, including but not limited to court costs, expert witnesses, consultation services and attorney fees, arising from any and all acts and/or omissions of myself, or any of my guests, agents, officers, directors, employees, consultants, or similar persons. I understand that nothing contained in this rental policy or rental application shall constitute or be construed as a waiver of Silverlake CDD's limitations on liability contained in Section 768.28, Florida Statutes or other Florida law.

I have read and understand the above rules and regulations concerning my facility rental at the CDD. I also agree to the full terms, conditions, and provisions of the CDD's amenity facility policies, including but not limited to the indemnification language found therein. I understand that I am responsible for the actions and damage caused by my guests, agents, officers, directors, employees, consultants, or similar persons. I also understand that any violation of said contract or policies may result in partial or full forfeiture of my security deposit and amenity privileges. By signature herein, I recognize that this document may be subject to Florida's public records laws, Chapter 119, Florida Statutes.

[continued next page]

Office Use:

Date Received: _____

Copy given to resident: _____

Alcoholic Beverages:

Will NOT be served

BYOB Alcohol; copy of Resident Homeowners Insurance Rider/Endorsement Providing Special Event Coverage Provided: YES/NO

Will be Served/Sold; copy of Special Events Insurance Coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider with District Named as Additional Insured Provided: YES/NO (This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.)

Renter Signature Date CDD Representative Signature Date

PART 2: Silverlake Community Development District
Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2022)
Effective Date: _____, 2023, as amended _____

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Silverlake Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for ~~Clubhouse~~ Outdoor Seating Area.** Any patron wishing to have the exclusive use of ~~any room or the covered outdoor seating area within the clubhouse~~ must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room Outdoor Seating Area Under Roof	\$50/hour, 2 hours minimum*	\$200*
Activity/Art Room		
Club Room AND Activity/Art Room		

* Rate and deposit based on facility being rented, type of event, and staffing needs.

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5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	<u>\$10/each</u>
Replacement of Damaged, Lost, or Stolen FOB	<u>\$25/each</u>
Insufficient Funds Fee (for submitting an insufficient funds check)	

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6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

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PART 3: Silverlake Community Development District
Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)
Effective Date: _____, 2023

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Silverlake Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenity Manager.** The Amenity Manager, in consultation with the District Manager, may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the Amenity Manager. Any such

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person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **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.

**NOTICE OF RULE DEVELOPMENT BY
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Silverlake Community Development District ("***District***") hereby gives notice of its intent to develop rules establishing fees related to the use of the District's amenity facilities and consider amendments to the District's amenity policies. The purpose and effect of these rules and amendments are to provide for efficient and effective operations of the District as provided by Section 190.035, *Florida Statutes*. Specific legal authority for the rules includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, *Florida Statutes*. A public hearing will be conducted by the District on _____, 2023, at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Boulevard, Lake Alfred, Florida 33850. A copy of the proposed rules and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010.

Kristen Suit
District Manager

Run Date: _____, 2023

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

**NOTICE OF RULEMAKING FOR AMENITY FACILITY RATES BY
SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors ("Board") of the Silverlake Community Development District ("District") on _____, 2023, at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Boulevard, Lake Alfred, Florida 33850.

In accordance with Chapters 190 and 120, *Florida Statutes*, the District hereby gives the public notice of its intent to adopt proposed rules related to the use of the District's amenity facilities and services, and to consider amendments to the District's amenity policies. The public hearing will provide an opportunity for the public to address the proposed rules, amendments, and fees. The proposed rates and fees are as follows:

Silverlake Community Development District – Amenity User Rates & Fees

MONTHLY USER FEE (NON-RESIDENTS)		\$170
ANNUAL USER FEE (NON-RESIDENTS)		\$2040
RESERVATION RATES FOR CLUBHOUSE	Rental Fee	Deposit
Outdoor Seating Area Under Roof	\$50/hour, 2 hours minimum	\$200
*Rate and deposit based on facility being rented, type of event, and staffing needs		
MISCELLANEOUS FEES		Fee
Additional Daily Guest Pass		\$10/each
Replacement of Damaged, Lost or Stolen FOB		\$25/each

The proposed rates and fees may be amended at the public hearing pursuant to discussion by the Board and public comment. The purpose and effect of the proposed rules, amendments, and fees are to provide for efficient District operations as provided for in Section 190.035, *Florida Statutes*. A copy of the proposed rules, amendments, and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"). Specific legal authority for the rule includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, *Florida Statutes*. Prior Notice of Rule Development was published in _____ on _____, 2023.

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.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the 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, one or more Supervisors or staff may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager at least forty-eight (48) hours before the hearing by contacting the District Manager's Office. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager's Office.

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

10

PREPARED BY AND RETURN TO:

Seth Benton Claytor
Boswell & Dunlap, LLP
245 South Central Avenue
Bartow, FL 33830

DEVELOPER'S AGREEMENT

THE DEVELOPER'S AGREEMENT ("Agreement"), made this 20th day of June 2023, by and between **SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose government created and existing pursuant to Chapter 190 of the Florida Statutes, (hereafter referred to as the "Developer"), and the **CITY OF LAKE ALFRED**, a municipal corporation organized and existing under the laws of the State of Florida ("City"), on behalf of themselves, their permitted assigns and successors, in exchange for the covenants and consideration(s) set forth below, acknowledge and agree:

§1. **Factual Recitals**. This Agreement is intended to acknowledge and memorialize the voluntary and mutually agreed upon conditions, consideration, provisions, requirements and terms set forth in this Agreement; and the material facts supporting and forming the basis for the parties entry into this Agreement are, as follows:

(a) City is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

(b) City is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

(c) Developer is authorized to transact business in the State of Florida; and

(d) Developer and City acknowledge and agree that, pursuant to Section 720.307 of the Florida Statutes, the **SILVERLAKE HOMEOWNER'S ASSOCIATION, INC.**, an active Florida Not-For-Profit Corporation (hereafter referred to as the "Association"), will assume control on the turnover date of the homeowner members and the Silverlake Subdivision; and

(e) October 17, 2022, the City of Lake Alfred City Commission, at a duly noticed public meeting, adopted Resolution 21-22 (the "Resolution") approving the Silverlake Phase 1 Plat (the "Plat") and identifying the dedication(s) to the City of Lake Alfred (collectively referred to as the "City Dedications") which are more specifically provided for therein; and

(f) the Resolution is recorded in Official Records Book 12476, Pages 1517-1533, in the public records of Polk County, Florida; and

(g) City and Developer acknowledge and agree that the Plat, which is recorded in Plat Book 195, Pages 21-26, in the public records of Polk County, Florida, expressly provided for the City Dedications which included, but were not limited to, easements, roads, streets, and rights-of-way, amongst others, which are located within the Silverlake Subdivision for the benefit and use of the general public (see **Composite Exhibit “A”**); and

(h) City and Developer acknowledge, represent, and agree that the Developer designed, constructed, and will maintain a monument sign (the “Sign”) for the Silverlake Subdivision and good husbandry of any landscaping located on and/or within the City Dedications (see **Composite Exhibit “A”**) (collectively referred to as the “Improvements”); and

(i) copies of the approved design and construction plans for the Improvements are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

(j) City and Developer acknowledge and agree that the Sign will be located on or within the Silverlake Boulevard right-of-way which is located within and over the City Dedications (see **Composite Exhibit “A”**); and

(k) City and Developer acknowledge and agree that landscape Improvements will be located on or within the platted rights-of-way which are located within and over the City Dedications (see **Composite Exhibit “A”**); and

(l) City and Developer acknowledge, represent, and agree that the Plat, Silverlake Boulevard, which provides a means of ingress and egress to the Silverlake Subdivision, and the Improvements (see attached **Composite Exhibit “B”**) are collectively referred to as the Silverlake Development (the “Subdivision”); and

(m) Developer and City acknowledge and agree that the Subdivision is located within the corporate limits of the City of Lake Alfred, Florida; and

(n) pursuant to Section 9.6.8 of the City of Lake Alfred Unified Land Development Code, a developer’s agreement may be entered into between the City and Developer in order to set forth specific terms and/or requirements for the Subdivision; and

(o) Developer and City acknowledge, represent, and agree that, as related to the maintenance of the of the Sign which will be located on and/or within the City Dedications (see **Composite Exhibit “A”**) and good husbandry of any landscaping located on and/or within the City Dedications (see **Composite Exhibit “A”**), the Association is a permitted assignee of the Developer; and

(p) On June 20, 2023, the City of Lake Alfred City Commission, at a duly noticed public meeting, required, as a condition precedent to its entering into this Agreement, that the Developer and its successors and permitted assigns indemnify and hold harmless the City, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Sign and/or Improvements which includes, but is not to be limited to, the design, construction, and maintenance of the Improvements which are located on, within,

over, under and/or across Silverlake Boulevard and/or the City Dedications (see **Composite Exhibit “A”**); and

(q) Developer and its successors and assigns agree to indemnify and hold the City, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys’ fees and costs) related to and/or arising out of the design, construction, and maintenance related to the Sign and/or Improvements located on, within, over, under and/or across the City Dedications (see **Composite Exhibit “A”**); and

(r) Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the City, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

(s) Developer acknowledges, represents, and agrees that the City’s willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the City of applicable law; and

(t) Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

(u) the parties agree that this Agreement shall be liberally construed in favor of the City; and

(v) City and Developer acknowledge and agree that the Subdivision shall comply with all applicable land development regulations in effect on the effective date of this Agreement unless otherwise provided herein; and

(w) Developer acknowledge and agree that nothing contained in this Agreement shall be deemed, construed and/or applied to cause the City to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers; and

(x) City and Developer acknowledge and agree that, as a material condition of this Agreement, a fully executed duplicate original of this Agreement must be recorded in the Public Records of Polk County, Florida; and

(y) the parties acknowledge, represent and agree that the City and Developer are not partners and/or joint venturers; and

(z) City and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the City and Developer acknowledge the sufficiency of the consideration received; and

(aa) the City Commission of the City of Lake Alfred finds that this Agreement between the City and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the City of Lake Alfred; and

(bb) this Agreement is entered into pursuant to the general and Municipal Home Rule powers of the City and is therefore not a Development Agreement pursuant to Chapter 163 of the Florida Statutes.

§2.0 **Incorporation of Recitals.** The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the City and Developer.

§3.0 **Purpose; Developer Release, Indemnification, Hold Harmless.**

§3.1 The purpose of this Agreement is to establish certain respective rights and obligations of the City, Developer, and any successors-in-interest to the City and Developer concerning the design, construction, and maintenance of the Sign and any landscaping Improvements located on, within, over, under and/or across the City Dedications (see **Composite Exhibit "A"**) installed, constructed and/or maintained by the Developer (as defined by §4.4 of this Agreement).

§3.2 In consideration of the mutual covenants set forth herein, Developer releases, acquits and forever discharges the City, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the City, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development (as defined by §4.11 of this Agreement). This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the City, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development (as defined by §4.11 of this Agreement).

§3.3 Developer and/or any successor-in-interest to the Developer which includes, but shall not be limited to, the Association (as defined by §4.14 of this Agreement) shall defend, indemnify, and hold the City, its elected and appointed officials, employees, and agents harmless from any and all manner of action and actions, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, claims, liabilities (including but not limited to costs and reasonable attorneys' fees incurred by the City in any administrative, trial court, appellate court and bankruptcy proceedings) and demands of any kind whatsoever, in law or equity, to the extent resulting from or arising out of the negligence or willful misconduct (other than liabilities

caused by the sole acts, negligence or willful misconduct of the City) of Developer and its agents and specifically related to the Development (as defined by §4.11 of this Agreement) and for any injuries, damages, liability or causes of action that may result from the Development (as defined by §4.11 of this Agreement) and/or other necessary maintenance or repairs arising out of the Development (as defined by §4.11 of this Agreement) and caused by the negligence or willful misconduct of Developer and its agents.

§3.4 The provisions set forth in this Section shall be fully binding and survive the termination of this Agreement.

§4.0 **Definitions**. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

§4.1 “*Applicable Law*” means the City of Lake Alfred Charter, City of Lake Alfred Code of Ordinances, City of Lake Alfred Unified Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, City of Lake Alfred, and any and all other public authority which may be applicable.

§4.2 “*City*” means the City of Lake Alfred, Florida.

§4.3 “*City Representative*” means the City Manager, or her/his designated appointee, who is authorized to act on behalf of the City in the administration of this Agreement. The City Representative does not have the authority to waive or modify any condition or term of this Agreement.

§4.4 “*Developer*” means **SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose government organized and existing pursuant to Chapter 190 of the Florida Statutes, and any and all of the successors and permitted assigns of the **SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT**.

§4.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

§4.6 “*City Code*” means the City of Lake Alfred Code of Ordinances and City of Lake Alfred Unified Land Development Code.

§4.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

§4.8 “*Calendar Day(s)*” means any and all days in a 365-day calendar year.

§4.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the City of Lake Alfred, Florida.

§4.10 “*City Commission*” means the duly elected City of Lake Alfred City Commission and/or governing body of the City of Lake Alfred.

§4.11 “*Development*” means the design, construction, and maintenance of the improvements which include, but shall not be limited to, the Silverlake Subdivision monument signage and good husbandry of any landscaping (see **Composite Exhibit “B”**) performed by the Developer for the Silverlake Subdivision which are the subject of this Agreement and located on, over, under and across the City Dedications (see attached **Exhibit “A”**) and related to and/or arising out of the Silverlake Phase 1 Plat.

§4.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the City Commission at a duly noticed public meeting.

§4.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §17 of this Agreement.

§4.14 “*Association*” means **SILVERLAKE HOMEOWNERS ASSOCIATION, INC.**, an active Florida Not-For-Profit Corporation, and any and all of the successors and permitted assigns of Silverlake Homeowners Association, Inc.

§5.0 **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Development, the terms and conditions of this Agreement shall prevail.

§6.0 **Developer Obligations.**

§6.1 Pursuant to the City Code and Applicable Law (as defined by §4.1 of this Agreement), the Developer shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by §4.11 of this Agreement).

§6.2 Developer shall perform, at its discretion, any and all due diligence related to the Development (as defined by §4.11 of this Agreement) it desires at its sole cost and expense.

§6.3 Developer shall be solely responsible for the payment of any and all cost(s) and expense(s) associated with the Development (as defined by §4.11 of this Agreement) which may include, but shall not be limited to, the cost(s) and expense(s) for surveying, engineering, design, permitting, construction, piping, hardware, maintenance, and restoration.

§6.4 Developer shall be solely responsible for any and all maintenance and repair of the Development (as defined by §4.11 of this Agreement) in accordance with Applicable Law (as defined by §3.1 of this Agreement). As such, the City shall have no responsibility and/or liability whatsoever to restore, pay for the removal, and/or pay the maintenance or repair of the Development (as defined by §4.11 of this Agreement) unless the City affirmatively accepts such responsibility by a duly adopted Resolution of the City Commission.

§6.5 In the event of any expense or liability arising out of the Development (as defined by §4.11 of this Agreement) and related to the maintenance and repair of any utility line(s) and/or other public infrastructure, Developer shall pay for and/or assume same at its sole cost and expense, provided such expenses or liability arise out of the negligence or willful misconduct of the Developer.

§6.6 Developer may utilize its agents, employees and/or third parties to accomplish its obligations under this Agreement. However, Developer shall remain responsible for the proper performance under this Agreement and shall take all steps necessary to ensure that its agents, employees and/or third parties perform as required under this Agreement.

§6.7 Developer shall keep in force and effect, and/or cause its contractors to keep in force and effect, during the Term (as defined by §4.13 of this Agreement) of this Agreement public liability insurance, property damage insurance, worker's compensation insurance and other insurance coverages required by the City for contractors performing work within the public rights-of-way. All insurance policies shall be reviewed by the City Attorney and must be acceptable to the City. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the City shall be named as an additional insured.

§6.8 Developer shall not take any action which would subject any of the improvements constructed and/or located on the City Dedications (see attached **Exhibit "A"**) to liens, encumbrances, or any other interests by third parties.

§6.9 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

§6.10 The maintenance obligations of the Developer under this §6 shall be fully binding and survive the termination of this Agreement.

§7 **City Obligations.** Pursuant to the City Code (as defined by §4.6 of this Agreement) and Applicable Law (as defined by §4.1 of this Agreement), the Development (as defined by §4.11 of this Agreement) shall be subject to development review by the City; and, in accordance with the development regulations set forth by the City Code and Applicable Law, upon the payment of

the applicable and required fee(s) by or on behalf of the Developer, the City agrees to expeditiously review any and all requests for a development order and/or development/construction permit which includes, but shall not be limited to, the design and construction of the Silverlake monument signage to be located within the publicly dedicated right-of-way.

§8.0 **Binding Effect**. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by §4.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by §4.1 of this Agreement).

§9.0 **Merger**. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the lands described herein.

§10.0 **Notices**. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

For City: City of Lake Alfred
Attn: Ryan Leavengood, City Manager
120 E. Pomelo Street
Lake Alfred, FL 33850

With a Copy to (*which shall **not** constitute notice*):

Frederick J. Murphy, Jr. City Attorney
City of Lake Alfred
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830
Telephone (863) 533-7117
Fax: (863) 533-7412

For Developer: Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With a Copy to (*which shall not constitute notice*):

Kutak Rock LLP
107 W College Ave.
Tallahassee, Florida 32301

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive a notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

§11.0 **Applicable Law, Jurisdiction, and Venue**. This Agreement and the rights and obligations of the City and Developer shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§12.0 **No Effect on Code Violations; No Contract Zoning**. This Agreement shall not be interpreted to condone, authorize or permit any violation of the City Code or Applicable Law (as defined by §4.1 of this Agreement). Further, this Agreement shall not be construed as the City's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

§13.0 **Miscellaneous Provisions**.

§13.1 **Exhibits**. All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

§13.2 **Headings**. The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

§13.3 **Gender Neutral**. For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

§13.4 **Counterparts**. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§13.5 **Calculation of Time**. The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence

on the day immediately following the Effective Date (as defined by §3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the City is open for business to the public.

§13.6 **Authorization**. The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§13.7 **Representations and Warranties**. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

§13.8 **Modification**. This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the City and Developer. No oral modifications will be effective or binding on either the City or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§13.9 **Compliance with Applicable Law**. Developer shall comply with Applicable Law (as defined by §4.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

§13.10 **Neutral Interpretation**. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

§13.11 **Severability**. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the parties agree that the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§13.12 **No Waiver**. Failure of the City to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the City to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such City's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the City and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

§13.13 **Construction**. The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

§13.14 **Time is of the Essence**. Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

§13.15 **Relationship**. Developer shall at all times be acting as an independent contractor. Developer shall perform all its duties, responsibilities, and obligations in strict accordance with this Agreement as an Independent Contractor and shall not be considered an agent of the City, nor shall any of the Developer's subcontractors, suppliers and/or employees be considered agents of the City. Developer shall be solely responsible to any and all subcontractors, suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing under this Agreement. Developer shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any and all personnel hired and/or employed by them for any injuries arising from and/or connected with any and all work and/or services performed under this Agreement, and Developer shall bear the sole responsibility and liability for furnishing any and all other employee benefits to any and all personnel and/or employees hired by them.

§13.16 **Successors and Assigns**. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

§14.0 **Public Records**. Developer covenants and agrees to:

§14.1 Keep and maintain public records required by the CITY to perform the service(s) related to the Project and Development.

§14.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

§14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer does not transfer the records to the CITY.

§14.4 Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of Developer or keep and maintain public records required by the CITY to perform the service. If Developer transfers all public records to the CITY upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

§14.5 If Developer does not comply with a public records request, CITY shall enforce the Agreement which may include immediate termination of Agreement.

§14.6 The provisions set forth in this Section shall be fully binding and survive the termination of this Agreement.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, LINDA BOURGEOIS, AT 863-291-5270, EXT. 106, lbourgeois@mylakealfred.com, 155 EAST POMELO STREET, LAKE ALFRED, FLORIDA 33850.

§15.0 **Developer Default.** The Developer shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by §3.1 of this Agreement), in the event Developer fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the City may, without further notice, presentment, and/or inquiry, seek *ex-parte* relief in a court of competent jurisdiction in and for Polk County, Florida. Any *ex-parte* order shall also include an award of attorneys' fees and costs arising out of the enforcement of this Agreement.

§16.0 **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

§17.0 **Remedies and Termination.**

§17.1 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

§17.2 This Agreement shall remain in effect until such time as the City and Developer desire to mutually terminate same. In the event the Development (as defined by §4.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the City Code, the City may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

§17.3 In order to enforce the term(s) of the Agreement or challenge compliance of the Agreement, any party or aggrieved or adversely affected person (as defined in Section 163.3215(2), Florida Statutes) may file an action for injunctive relief in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§18.0 **Appropriations**. Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness or general obligation of the City or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City or other Governmental Authority. The Developer agrees that the obligation of the City to make any payments by the City to Developer pursuant to this Agreement shall be subordinate to the obligations of the City to pay debt service on any bonds issued by the City prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City in any fiscal year while this Agreement is in effect.

§19.0 **City's Police Powers**. Developer acknowledges, understands and agrees that the City is prohibited from engaging in "contract zoning" or bartering away its legislative prerogative, and as such while City will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of City's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith.

§20.0 **No Waiver of Sovereign Immunity**. Nothing herein is intended to act as a waiver of the City's or Developer's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes (2022), regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Contract.

§21.0 **Jury Trial**. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH

PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

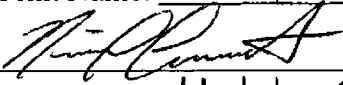
§22.0 **Duty to Cooperate and Act in Good Faith**. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

§23.0 **Recordation**. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

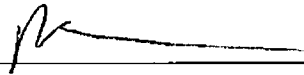
The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:


Print Name: TRAFALGATE

Print Name: Nicholas Craniotis

SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Name: Brady Lefere
Its: Chair
Date: 6-12-23

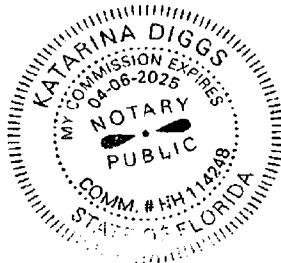
Approved by District Attorney:

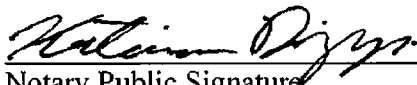

By: _____
Jere Earlywine, Esq.
Approved As To Form and Legal
Sufficiency.

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 12 day of June, 2023, by Brady Lefere, as Chair, SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created and existing pursuant to Chapter 190 of the Florida Statutes, on its behalf, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)




Notary Public Signature
Katarina Diggs
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH114248
My Commission Expires: 6-6-25

City of Lake Alfred:

**CITY COMMISSION OF THE
(SEAL)**

CITY OF LAKE ALFRED

ATTEST:

By: Nancy Z. Daley
Nancy Z. Daley, Mayor

Date: 6/20/23

By: Linda Bourgeois
Linda Bourgeois, BAS, MMC, City Clerk

Approved by City Attorney

By: Frederick J. Murphy
*Approved As To Form and Legal
Sufficiency.*



Composite Exhibit A
Silver Lake Maintenance Agreement


INSTR # 2022229144
BK 194 Pgs 10-11 PG(s)2
RECORDED 08/23/2022 10:52:55 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$45.00
RECORDED BY ericrand

Plat Name: Lake Alfred Pines

Section 20
Township 27 South
Range 26 East

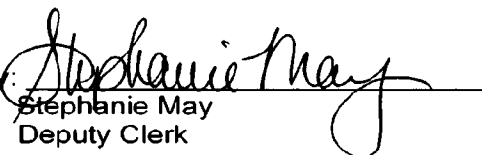
STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this 23rd day of August 2022

Recorded in Plat Book: **194**
Page(s) ----- **10-11**

Record verified 8/23/2022

Stacy M. Butterfield
Clerk of Circuit Court

By: 
Stephanie May
Deputy Clerk



LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF THE SE 1/4, WHICH POINT IS NORTH 0°05' WEST 671.4 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; AND RUN THENCE NORTH 0°05' WEST 1304.8 FEET; THENCE EAST 1004.1 FEET; THENCE SOUTH 0°05' EAST 1304.5 FEET; THENCE SOUTH 80°05' WEST 1024.1 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA. LESS ROAD RIGHT OF WAY.

DEDICATION

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL PERSONS BY THESE PRESENTS THAT LAKE ALFRED PINES, LLC, A FLORIDA LIMITED LIABILITY COMPANY OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "LAKE ALFRED PINES" TO BE MADE AND HEREBY DEDICATES THE INTERNAL STREETS, ROADS, ALLEY AND POINTS-OF-WAY DEPICTED HEREON TO THE CITY OF LAKE ALFRED, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PUBLIC USE BY THE PUBLIC. TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" ARE DRAINAGE EASEMENTS WILL BE RETAINED BY LAKE ALFRED PINES HOMEOWNERS ASSOCIATION, INC. FOR PERMANENT OWNERSHIP AND MAINTENANCE. THE OWNER HEREBY DEDICATES TO THE CITY OF LAKE ALFRED FOREVER THE PUBLIC UTILITY EASEMENTS SHOWN HEREON. THE OWNER HEREBY DEDICATES TO THE PROVIDERS OF PUBLIC UTILITIES FOREVER ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING UTILITIES INSTALLED THEREON. THE OWNER HEREBY DEDICATES TRACT "O" LEFT STATION TO THE CITY OF LAKE ALFRED AND HEREBY DEDICATES TO THE CITY OF LAKE ALFRED, ITS SUCCESSORS AND/OR ASSIGNS AN EASEMENT OVER, UNDER AND ACROSS TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" TO PERFORM EMERGENCY MAINTENANCE AND REPAIRS TO THE STORM WATER MANAGEMENT FACILITIES. THEREON, THE CITY OF LAKE ALFRED SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PART OF THE STORM WATER FACILITIES WITHIN SAID TRACTS.

IN WITNESS WHEREOF I HAVE CAUSED MY HAND AND SEAL THIS 9 DAY OF August, 2022.

WITNESS SIGNED NAME: Robert Edwards LAKE ALFRED PINES, LLC, IS AN ACTIVE FLORIDA LIMITED LIABILITY COMPANY MEMBER MANAGER-CENTER STATE DEVELOPMENT, LLC, AN ACTIVE FLORIDA LLC

PRINTED NAME: Robert Edwards CENTER STATE DEVELOPMENT, LLC, AN ACTIVE FLORIDA LLC MEMBER MANAGER-ORB INVESTMENTS, LLC, AN ACTIVE FLORIDA LLC MEMBER MANAGER-SEA LAND & DEVELOPMENT, LLC, AN ACTIVE FLORIDA LLC

WITNESS SIGNED NAME: Robert Edwards

PRINTED NAME: Robert Edwards

ACKNOWLEDGEMENT

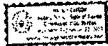
STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT(S) AND DEDICATION(S) ARE ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR

ONLINE NOTIFICATION THIS 9 DAY OF August, 2022 BY Robert Edwards

AS MANAGER OF LAKE ALFRED PINES, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE

WED 2 WAS PERSONALLY KNOWN TO ME OR AS IDENTIFICATION



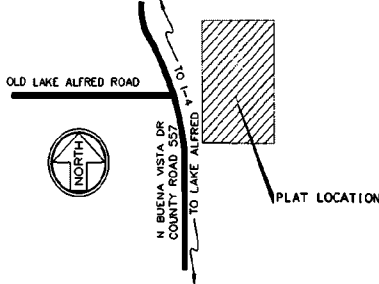
ROTARY PUBLIC
PRINT NAME: Robert Edwards
MY COMMISSION EXPIRES: 12/31/2023

LAKE ALFRED PINES

SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST

CITY OF LAKE ALFRED, POLK COUNTY, FLORIDA

VICINITY MAP (NOT TO SCALE)



SHEET INDEX
SHEET 1 - COVER SHEET
SHEET 2 - LOT DETAILS

PROPERTY STATISTICS
LINEAR FOOTAGE OF ROADWAYS: 2,825
LINEAR FOOTAGE OF 8" POTABLE WATER: 2,930
LINEAR FOOTAGE OF GRABITY SEWER: 2,300
LINEAR FOOTAGE OF 4" SANITARY FORCE MAIN: 1,316
LINEAR FOOTAGE OF 8" SANITARY FORCE MAIN: 53
LINEAR FOOTAGE OF 12" SANITARY FORCE MAIN: 216

BUILDING SETBACKS
PRIMARY STREET FRONT: 5.00-30.00
SIDE STREET: 15.00
SIDE: 1.00
REAR: 15.00

ACREAGE
TOTAL: 30.444
OPEN SPACE / RECREATIONAL AREA: 6.250

LAND USE DESIGNATION: RESIDENTIAL

ZONING: VDR-RESIDENTIAL

SURVEYOR'S NOTES

- 1) THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SE 1/4, WHICH POINT IS NORTH 0°05' WEST 671.4 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; AND RUN THENCE NORTH 0°05' WEST 1304.8 FEET; THENCE EAST 1004.1 FEET; THENCE SOUTH 0°05' EAST 1304.5 FEET; THENCE SOUTH 80°05' WEST 1024.1 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA. LESS ROAD RIGHT OF WAY.
- 2) UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
- 3) ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 4) PRINTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS AS THE SCALE OF THIS PLAT CAN CHANGE WITH REPRODUCTION.
- 5) TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" WILL BE RETAINED BY LAKE ALFRED PINES HOMEOWNERS ASSOCIATION, INC. FOR PERMANENT OWNERSHIP AND MAINTENANCE. THE CITY OF LAKE ALFRED SHALL HAVE NO MAINTENANCE RESPONSIBILITY FOR TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" OR FOR THE MAINTENANCE OF STORMWATER DRAINAGE.
- 6) TRACT "O" SHALL BE OWNED AND MAINTAINED BY THE CITY OF LAKE ALFRED.
- 7) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE, TELEVISION SERVICES, FIBER-OPTIC, AND SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- 8) LOT OWNERS SHALL BE SUBJECT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS OF LAKE ALFRED PINES HOMEOWNERS ASSOCIATION, INC.
- 9) THERE SHALL BE A 15' PUBLIC UTILITIES EASEMENT OVER, UNDER AND ACROSS THE STREET SIDE (FRONT) OF ALL LOTS AS WELL AS "TRACTS A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z".
- 10) ADDRESS AND EGRESS SHALL BE PROVIDED BY AREA DEPICTED AND SET FORTH IN THE DEVELOPERS AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12354, PAGE 863, RECORDED 09/24/2022 IN THE OFFICIAL PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 11) TAMPA ELECTRIC COMPANY EASEMENT FROM ORB 1808, PG 141 WAS RELEASED IN RELEASE OF EASEMENT FOR ORB 17862, PG 1789 OF THE OFFICIAL PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 12) JOINDER AND CONSENT TO PLAT HAS BEEN RECORDED FOR BANKFLORENIA FOR MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 11778, PAGE 854, IN OFFICIAL RECORDS BOOK 12282, PAGE 801, RECORDED 06/03/2022, AND OFFICIAL RECORDS BOOK 12354, PAGE 860, RECORDED 07/26/2022. JOINDER AND CONSENT TO PLAT HAS BEEN RECORDED FOR BANKFLORENIA FOR AN ASSIGNMENT OF RIGHTS TO BANKFLORENIA IN OFFICIAL RECORDS BOOK 11778, PAGE 864, IN OFFICIAL RECORDS BOOK 12322, PAGE 1636, RECORDED 07/01/2022 AND OFFICIAL RECORDS BOOK 12354, PAGE 868, RECORDED 07/26/2022 IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 13) JOINDER AND CONSENT TO PLAT HAS BEEN RECORDED FOR POLY HOME COMPANY, LLC FOR MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 12078, PAGE 1570 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN OFFICIAL RECORDS BOOK 12282, PAGE 813, RECORDED 06/03/2022 AND OFFICIAL RECORDS BOOK 12354, PAGE 863, RECORDED 07/26/2022 IN THE OFFICIAL PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 14) INTERESTOR AND LENDER RESCINDMENT AGREEMENT ASSOCIATED WITH THIS PROPERTY: ORB 12076, PG 1586, RECORDED 01/14/2022 IN THE OFFICIAL PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 15) RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT ASSOCIATED WITH THIS PROPERTY: ORB 12126, PG 1472, RECORDED 02/21/2022 IN THE OFFICIAL PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 16) NOTICE OF COMMENCEMENT HAS BEEN RECORDED ON 07/06/2022 IN THE OFFICIAL RECORDS BOOK 12354, PAGE 863 OF THE OFFICIAL PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
- 17) ALL LOT CORNERS ARE SET 1/2" REBAR WITH PLASTIC CAP "505 INC LG 8174"

PLAT BOOK 194 PAGE 10

SHEET 1 OF 2

REVIEW OF PLAT BY PROFESSIONAL SURVEYOR AND MAPPER

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR THE CONFORMITY TO THE REQUIREMENTS OF CHAPTER 171, PART 1 OF FLORIDA STATUTES, NO CONVICTION OF MATHEMATICAL ERROR OR THE PLACEMENT OF PINS AND STAKES IN THE FIELD WAS MADE IN THIS REVIEW.

SPK, LLC LB #1143

FOR THE FIRM BY:

Robert Edwards

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA LICENSE NUMBER: 12345

STATE OF FLORIDA

COUNTY OF POLK

REVIEW OF PLAT BY CITY ENGINEER

STATE OF FLORIDA
COUNTY OF POLK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY AND ACKNOWLEDGED BY:

BY: Robert Edwards DATE: 8/12/22

PROFESSIONAL ENGINEER AND

CITY ENGINEER

REVIEW OF PLAT BY PLANNING AND ZONING BOARD CHAIRMAN

STATE OF FLORIDA
COUNTY OF POLK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY AND ACKNOWLEDGED BY:

BY: Robert Edwards DATE: 8/12/22

CHAIRMAN OF PLANNING AND ZONING BOARD

CITY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF POLK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORDING AND ALL OFFERS OF

DEDICATION ACCEPTED BY THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA, THIS 9 DAY OF

August, 2022 BY RESOLUTION NO. 12-22

BY: Jack C. Seaman ATTEST: Robert Edwards

JACK C. SEAMAN, MAYOR

ROBERT EDWARDS, CITY CLERK

BY: Robert Edwards

RYAN LEAVYWOOD, CITY MANAGER

CERTIFICATION

STATE OF FLORIDA
COUNTY OF POLK

I, STACY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA DO HEREBY CERTIFY THAT

THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF THE STATUTES

OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT

BOOK 194, PAGE 10-11 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA THIS 28 DAY

OF August, 2022.

BY: Stacy M. Butterfield

STACY M. BUTTERFIELD

CLERK OF THE CIRCUIT COURT

SURVEYOR'S STATEMENT

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES. ALL LOT SIZES AND LOT DIMENSIONS ARE CORRECTLY SHOWN HEREON. ALL NECESSARY PERMANENT REFERENCES MONUMENTS AND PERMANENT CONTROL POINTS REQUIRED BY PART 1 OF CHAPTER 177 OF THE FLORIDA STATUTES HAVE BEEN SET AND ARE CORRECTLY SHOWN HEREON.

DATE: 8/12/22

BY: Robert Edwards

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA LICENSE NUMBER: 6093

SIGNATURE: Robert Edwards

DATE: 8/12/22

STATE OF FLORIDA

COUNTY OF POLK

Stacy M. Butterfield POLK
CFN# 2023149925 OR BK 12742 PG 2049 Pgs 2031-2060 06/27/2023 11:38:50 AM

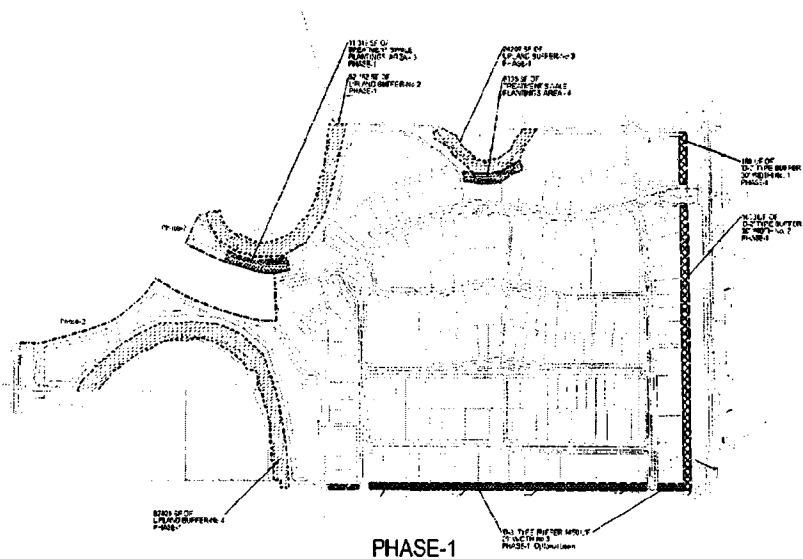
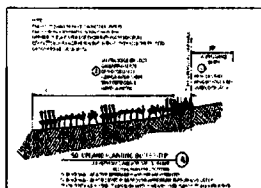
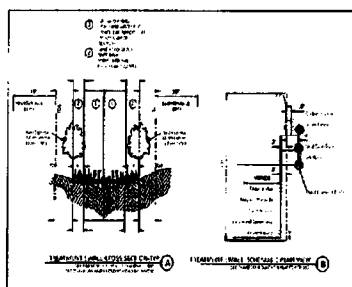
FLOOD HAZARD WARNING

NOTICE:

[illegible]

FLATTING CURVE FOR
WILLIAM H. HILL, JR.
FLOOR JOINTS, SUPERVISOR AND
MANAGER
FLOOR JOINTS, SUPERVISOR AND
MANAGER
FLOOR JOINTS, SUPERVISOR AND
MANAGER
FLOOR JOINTS, SUPERVISOR AND
MANAGER
FLOOR JOINTS, SUPERVISOR AND
MANAGER

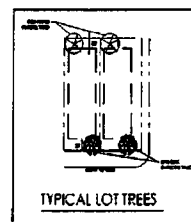
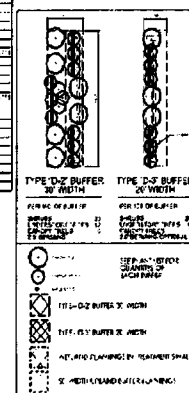
**Composite Exhibit B
Silverlake Maintenance
Agreement**

SILVER LAKE COMMON AREA-BUFFERYARDS AND TREATMENT SWALE PLANTING SPECIFICATIONS

PERSONAL INFORMATION		PERSONAL INFORMATION		PERSONAL INFORMATION		PERSONAL INFORMATION		PERSONAL INFORMATION	
NAME	DATE OF BIRTH	SEX	AGE	HEIGHT	WEIGHT	HAIR	EYES	SKIN	TEETH
JOHN DOE	1980-01-01	M	25	175	150	BROWN	BROWN	Fair	Good
JANE DOE	1980-01-01	F	25	160	120	BROWN	BROWN	Fair	Good
JOHN DOE	1980-01-01	M	25	175	150	BROWN	BROWN	Fair	Good
JANE DOE	1980-01-01	F	25	160	120	BROWN	BROWN	Fair	Good
JOHN DOE	1980-01-01	M	25	175	150	BROWN	BROWN	Fair	Good
JANE DOE	1980-01-01	F	25	160	120	BROWN	BROWN	Fair	Good
JOHN DOE	1980-01-01	M	25	175	150	BROWN	BROWN	Fair	Good
JANE DOE	1980-01-01	F	25	160	120	BROWN	BROWN	Fair	Good
JOHN DOE	1980-01-01	M	25	175	150	BROWN	BROWN	Fair	Good
JANE DOE	1980-01-01	F	25	160	120	BROWN	BROWN	Fair	Good

Activity		Category	Frequency	Duration	Location	Notes
Activity 1	1.1	1.1.1	1.1.1.1	1.1.1.2	1.1.1.3	1.1.1.4
	1.2	1.2.1	1.2.2	1.2.3	1.2.4	1.2.5
	1.3	1.3.1	1.3.2	1.3.3	1.3.4	1.3.5
	1.4	1.4.1	1.4.2	1.4.3	1.4.4	1.4.5
	1.5	1.5.1	1.5.2	1.5.3	1.5.4	1.5.5
Activity 2	2.1	2.1.1	2.1.2	2.1.3	2.1.4	2.1.5
	2.2	2.2.1	2.2.2	2.2.3	2.2.4	2.2.5
	2.3	2.3.1	2.3.2	2.3.3	2.3.4	2.3.5
	2.4	2.4.1	2.4.2	2.4.3	2.4.4	2.4.5
	2.5	2.5.1	2.5.2	2.5.3	2.5.4	2.5.5
Activity 3	3.1	3.1.1	3.1.2	3.1.3	3.1.4	3.1.5
	3.2	3.2.1	3.2.2	3.2.3	3.2.4	3.2.5
	3.3	3.3.1	3.3.2	3.3.3	3.3.4	3.3.5
	3.4	3.4.1	3.4.2	3.4.3	3.4.4	3.4.5
	3.5	3.5.1	3.5.2	3.5.3	3.5.4	3.5.5

DISCUSSION

[illegible][illegible][illegible][illegible]

LANDSCAPE SITE PLAN



TERRA
TECTONICS

LANDSCAPE ARCHITECTS
LAND PLANNERS
INTERIOR DESIGNERS

1988 Kag. & Os. v.
Cassidy, 833 F.2d
1181, 1182, 83-2 USTC
¶13,344, 53 AFTR2d
83-561 (CA-9, 1983).

LANDSCAPE CONSTRUCTION DOCUMENTS

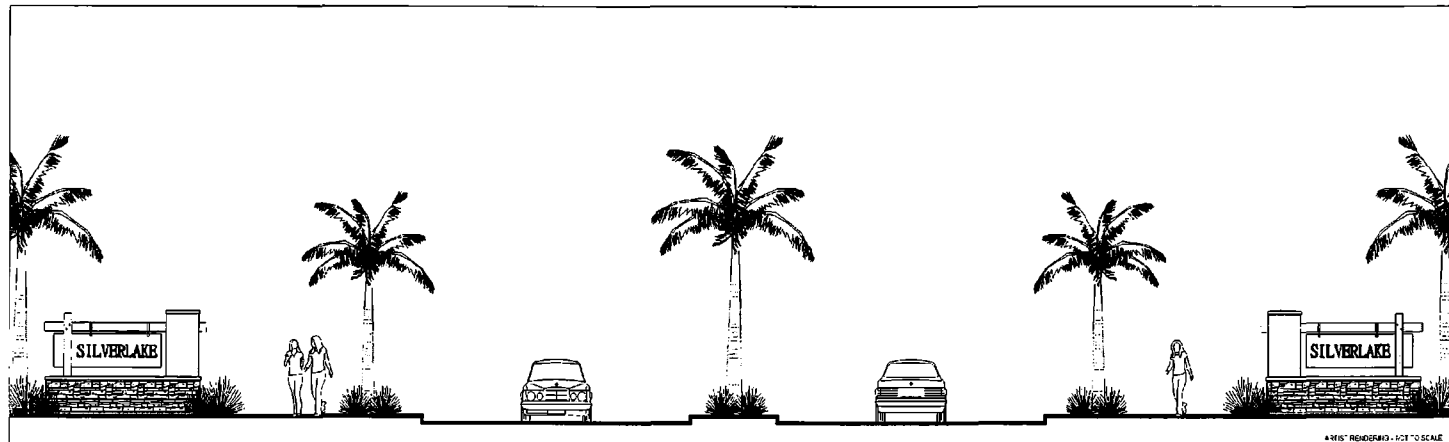
SILVER LAKE AT LAKE ALFRED
POLK COUNTY, FLORIDA

[illegible]

Done by: _____

250

L1



BUILDING CRITERIA

CODES APPLIED

FLORIDA FIRE PREVENTION CODE 78 (2006) FLORIDA MECHANICAL CODE 78 (2006)
FLORIDA BUILDING CODE 78 (2006) FLORIDA PLUMBING CODE 78 (2006)
NATIONAL ELECTRICAL CODE 2017

CLASSIFICATION / FIRE PROTECTION

FIRE PROTECTION APPLICATION
FIRE PROTECTION USE
INTERIOR BEARING WALLS AND COLUMNS
INTERIOR NON-BEARING WALLS, COLUMNS
ROOFS AND ROOF COLUMNS ASSEMBLIES
FIRE RESISTANT CURTAINS 2 1/2\"/>

ENGINEERING CRITERIA

DESIGN WIND VELOCITY 127 MPH
CORROSION C
WIND BORNE DEBRIS DESIGN 142
IMPACT CLASS 12A
HURRICANE SHUTTERS 12A

"SILVERLAKE" MAIN ENTRY SIGNS LAKE ALFRED, FLORIDA POLK COUNTY

DRAWING INDEX

ARCHITECTURAL

- A0.1 COVER SHEET AND INDEX
- A0.2 ARCHITECTURAL SITE PLAN
- A0.3 ENTRY SIGNS OVERALL PLAN & ELEVATION
- A0.4 ARCHITECTURAL SPECIFICATIONS & STRUCTURAL NOTES
- A1.1 ENTRY SIGN 'A' - PLAN & ELEVATION
- A1.2 ENTRY SIGN 'A' - DETAILS AND STRUCTURAL FOUNDATION PLAN & SECTION
- A2.1 ENTRY SIGN 'B' - PLAN & ELEVATION
- A2.2 ENTRY SIGN 'B' - DETAILS AND STRUCTURAL FOUNDATION PLAN & SECTION

ELECTRICAL

- E1.1 ENTRY SIGN - ELECTRICAL PLANS

BUILDING DATA

ALLOWABLE HEIGHT AND AREA

UNLIMITED CLASSIFICATION
BUILDING USE
CONSTRUCTION TYPE
PROPOSED BUILDING TYPE
ALLOWABLE HEIGHT
STRUCTURE ACTUAL HEIGHT (TO HIGHEST POINT)
ALLOWABLE BUILDING AREA PER FEET TABLE 103
ENCLOSED BUILDING AREA
COVERED OUTDOOR AREA
TOTAL PROPOSED AREA

Date	Issued for:
11/18/22	FOR PERMIT
△	
△	
△	
△	
△	
△	
△	
△	
△	

Job No.
2200875.101

Project Title
**SILVERLAKE
ENTRY SIGN**

Sheet Title

COVER SHEET
AND INDEX

2200875.101
NO NOT SCALE DRAWING

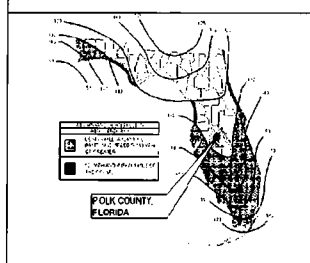
Sheet No.

A0.1

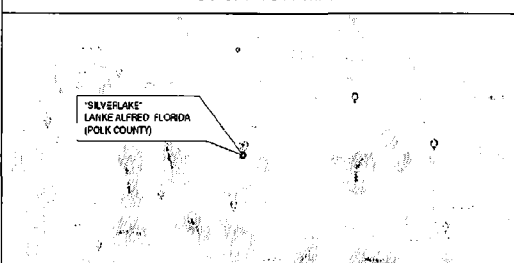
LOCAL ARCHITECTURE
ARCHITECT
C.O.A. ENGINEERING
DANIEL W. LANGFORD, P.A.
ARCHITECT
1000 N. 10TH AVE.
SUITE 200
TAMPA, FL 33602



VICINITY MAP



LOCATION MAP



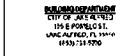
DRAWING HISTORY

DATE	DESCRIPTION	BY	CHKD
11/18/22	FOR PERMIT		

STRUCTURAL ENGINEER



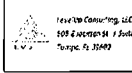
GOVERNING AGENCY

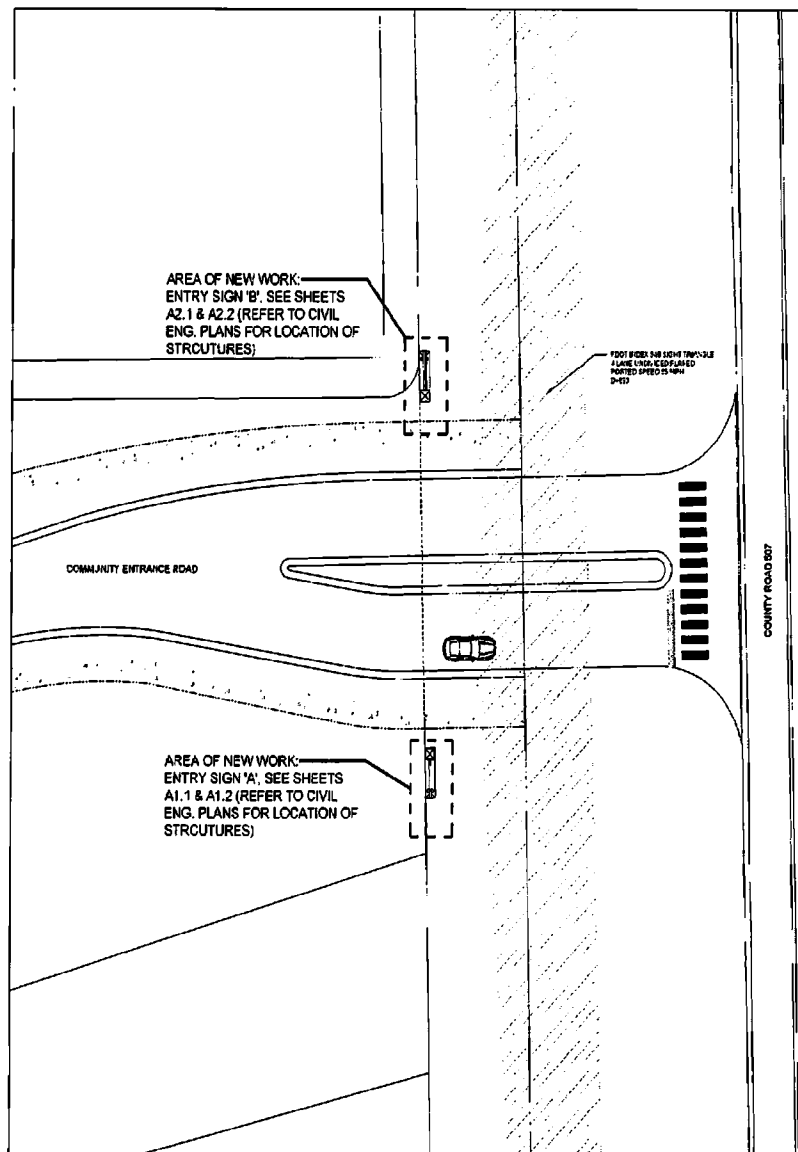


MEP ENGINEER



CIVIL ENGINEER





1 ARCHITECTURAL SITE PLAN

PESTICIDE TREATMENT PROTECTION
TERRACE PROTECTANTS SHALL BE PROVIDED BY REGISTERED TECHNICIANS. INCLUSION OF APPLIED PESTICIDES ON TO SYSTEMATIC PESTICIDES APPLIED TO WOOD, OR DIAPHRAGMATED JOINTS OF TERRACE PROTECTORS LABELED FOR USE AS APPLICATORS. TREATMENT TO FARM CONSTRUCTION. FOR COMPLIANCE WITH THE APPLICATION OF THE TERRACE PROTECTIVE TREATMENT TO CONCRETE. CONCRETE SURFACE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LISTED PEST CONTROL COMPANY THAT CONTAINS THE POLYMER STATEMENT OF THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBSTRUCTURE TREATMENT. INCLUDING IN ACCORDANCE WITH RULES AND REGULATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

"SECTION 11.04. TREATMENT IS USED FOR SUBSTRATA: CAN BE USED TO PREVENT OR REMOVE CHEMICAL SOIL POLLUTION. THE INITIAL CHEMICAL SOIL TREATMENT UNDER THE FOUNDATION PERIMETER SHALL BE DONE AFTER DECONTAMINATION BACKFILLING AND COMPACTION IS COMPLETE.

"SECTION 11.05. TREATMENT IS USED FOR SUBSTRATA: CAN BE USED TO PREVENT OR REMOVE CHEMICAL SOIL POLLUTION. SHALL BE DONE AFTER DECONTAMINATION BACKFILLING AND COMPACTION IS COMPLETE. TREATMENT INCLUDES SPACES BOILED OR FORTIFIED.

"SECTION 11.06. TREATMENT IS USED FOR SUBSTRATA: CAN BE USED TO PREVENT OR REMOVE CHEMICAL SOIL POLLUTION. SHALL BE DONE AFTER DECONTAMINATION BACKFILLING AND COMPACTION IS COMPLETE. TREATMENT INCLUDES SPACES BOILED OR FORTIFIED FOR THE SLOPED, NOT HORIZONTAL, PILING DRIVEN. DRILLS OR ANY OTHER PURPOSE SHALL BE CANCELED BY USING PLACING OR "REAL" PERMANENTLY PLACED FOR THE PURPOSE OF THE TREATMENT. PLACED FOR THE PURPOSE OF THE TREATMENT. PLACED FOR THE PURPOSE OF THE TREATMENT.

304. TREATMENT:

10% (1.5% SOL) TREATMENT IS USED FOR SUBSTANTIAL IN-TERRITE PREVENTION. CHEMICALLY TREATED SOIL SHALL BE PROTECTED WITH AN IMPERMEABLE LINER OR VAPOR BARRIER TO PROTECT AGAINST RAINFALL. DILUTION IF NECESSARY OCCURS BEFORE VAPOR BARRIER PLACEMENT. RETREATMENT IS REQUIRED ANY WORK INVOLVING PLACEMENT OF ROAD OR CONCRETE, DURING ANY OTHER CONSTRUCTION TREATMENT UNTIL THE CONCRETE IS PROPERLY CURED. SHALL BE DONE IN SUCH MANNER AS TO AVOID PESTICIDE OR DISTURBING TREATING SOIL.

10% (1.5% SOL) TREATMENT IS USED FOR SUBSTANTIAL IN-TERRITE PREVENTION. COLLECTIVE EMPLOYED OR INCREASED COMPLIANCE ALONG THE

WATERPROOFING FOR PERIMETER WALLS SHALL BE DONE PRIOR TO ERECTION OF WALL. SOIL TREATMENT TO PREVENT WATER PENETRATION OF THE CONCRETE SHALL BE DONE. TREATMENT IS LOCATION OF SUBTERRANEAN WATER FROM CONCRETE. CHEMICAL SOIL TREATMENT SHALL BE DONE PRIOR TO ERECTION OF PERIMETER CONCRETE ON GRADE WITHIN 1 FOOT 300 MM OF THE PERIMETER STRUCTURE. SHALL ALSO A VERTICAL CHEMICAL BARRIER SHALL BE APPLIED PROPERLY AFTER CONSTRUCTION IS COMPLETED. (SEE DETAIL ON WALL CONSTRUCTION AND

PROBATION-SPRINKLER INSTALLATION MUST BE DISTURBED AFTER IT IS CHEMICAL VERICAL SPRINKLER AFFIXED SHALL BE PROMPTLY RE-TREATED.

NOTE 1: IF A REGISTERED FERTILIZER FORMULATED AND REGISTERED AS A BAIT SYSTEM IS USED FOR SUBSTANTIAL TERMITE PREVENTION, SECTION 4010.1, FERTILIZER MIX 10:10:10, NOT APPLY. HOWEVER, A SIGNED CONTRACT ASSURING THE FERTILIZER'S PERFORMANCE AND NON-HARM OF THE BAITING SYSTEM FOR A MINIMUM OF 5 YEARS FROM THE DATE OF THE CERTIFICATE OF OCCUPANCY SHALL BE PROVIDED TO THE BUILDING OFFICIAL. THE SIGNED CONTRACT OF A BAITING SYSTEM MUST BE SIGNED OFF PRIOR TO BUILDING OFFICIAL'S FIVE YEAR SYSTEM CHECKS FOR SYSTEM TO BECOME A MONITORING USE SPECIFIC TO MONITOR ACTIVITY OF THE PESTICIDE ACTIVE.

[illegible]

SITE PLAN

IMPORTANT NOTE:
THE "TIE" LINES SHOWN ARE INCLUDED IN THE SET
OF DRAWINGS FOR REFERENCE ONLY. IT IS NOT
NEEDED TO CONVEY ANY CONSTRUCTION
INFORMATION. REFER TO THE MOST RECENT
APPROVED CIVIL ENGINEER'S SITE PLAN FOR ALL SITE
CONSTRUCTION AND CONSTRUCTION.

SITE PLAN INFORMATION PROVIDED BY:

LEVELUP CONSULTING, LLC
525 E. ROCKWELL ST. : SUITE 2
TROY, MI 48060

[illegible]

Job No.
2200875.101

Project Title
**SILVERLAKE
ENTRY SIGN**

Sheet Title

**ARCHITECTURAL
SITE PLAN**

©Fieldstone A&E, LLC

Sheet No.
A0.2

C.O.A.F. ARCHITECTS:
ARCHITECTS
C.O.A.F. ENGINEERS:
ENGINEERS
CAROL W. LANGFELD, P.A.
MEMBER OF C.O.A.F.

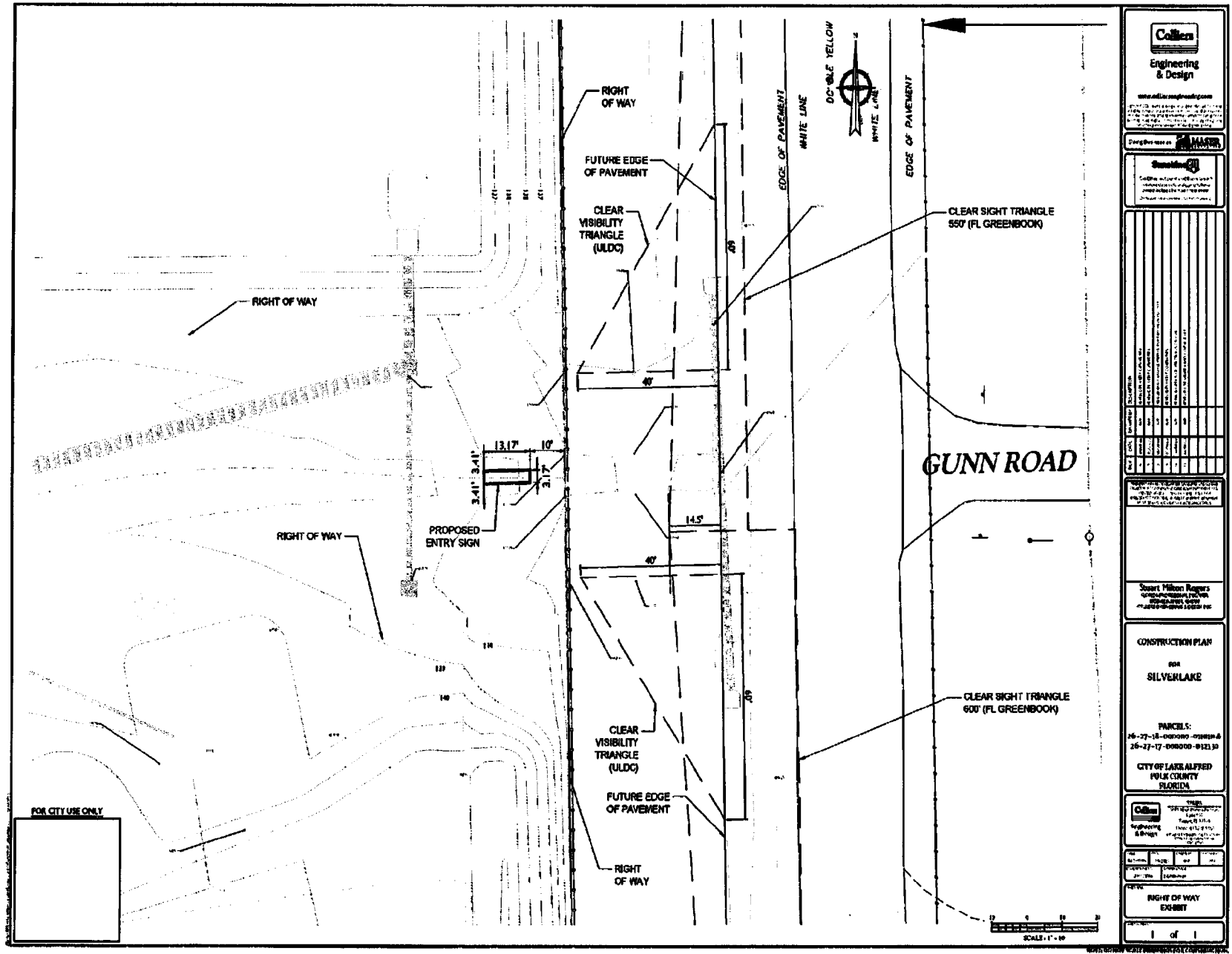


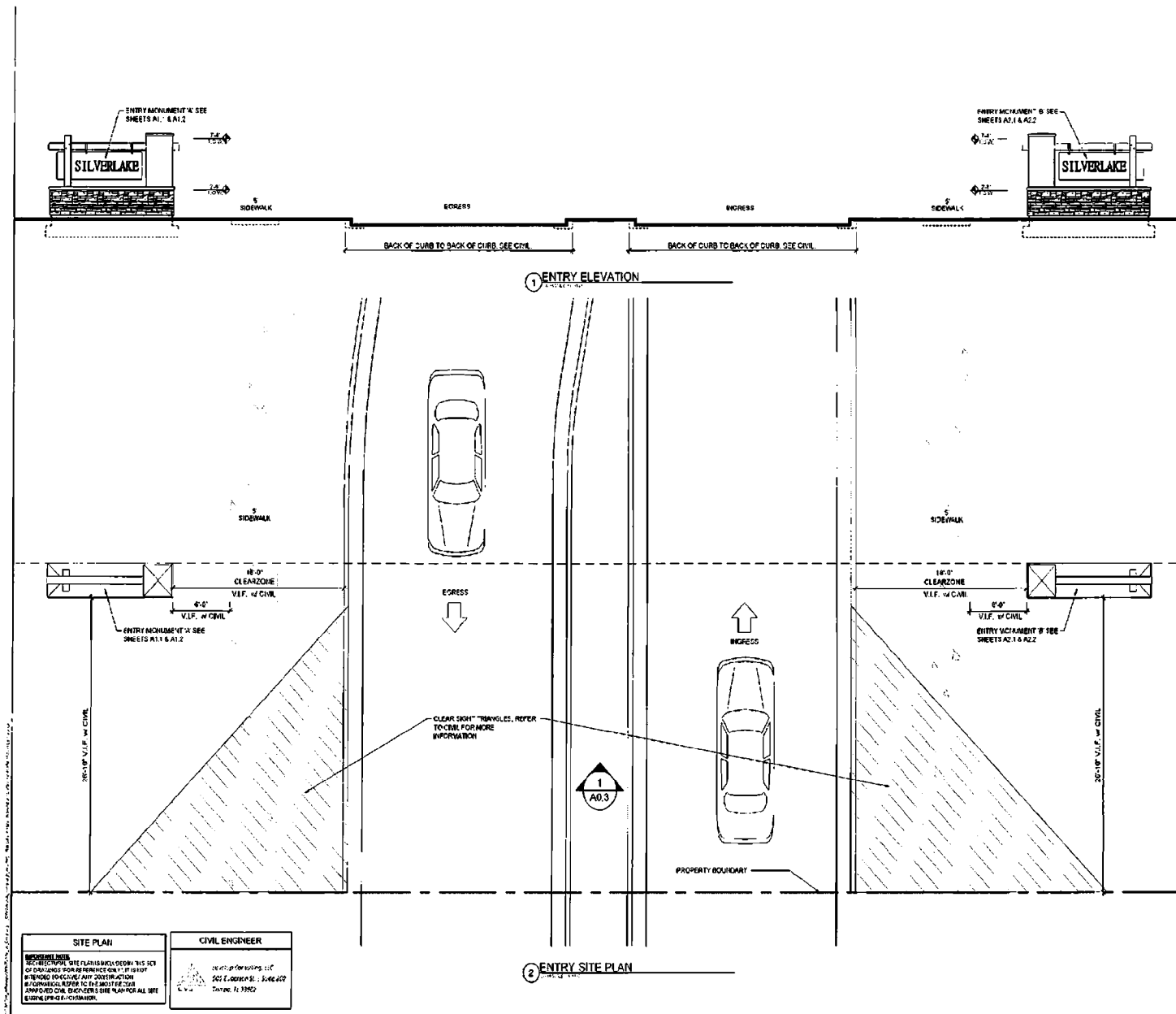
Michigan
3400 Auburn Rd, Suite 200
Auburn Hills, MI 48326
+1 248.822.4035

Florida
12908 Tampa Cays Blvd., Suite 11
Tampa Terrace, FL 33637
+1 813 486 3310

www.letsdissent.com

Pulte Group / West Florida
2802 S. Falkenberg Rd.
Meyersdale, FL 33578
+1 613.335.5803





SITE PLAN NOTED: THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE ARCHITECT. THE SITE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.	CIVIL ENGINEER DESIGNED BY: [Signature] DATE: 11/11/22
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Michigan
2100 Auburn Rd., Suite 200
Auburn Hills, MI 48320
+1 248 822-1020

Florida
12908 Tampa Oaks Blvd., Suite 100
Tampa, FL 33617
+1 813 400-3300

www.fieldstone.com



Pulte Group / West Florida
2802 S. Fiddlersburg Rd.
Riverview, FL 33570
+1 813 553-5803

Date	Issued for
11/11/22	FOR PERMIT

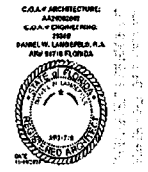
Job No.
2200875.101

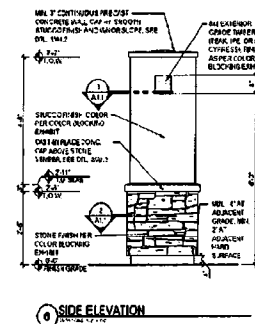
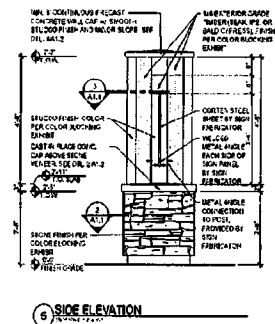
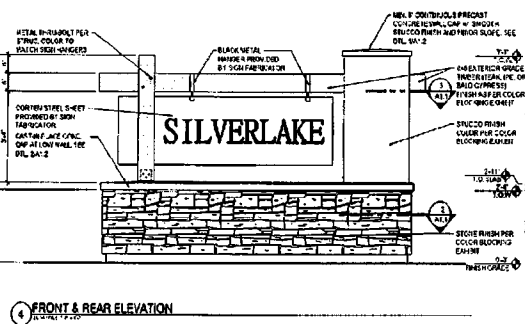
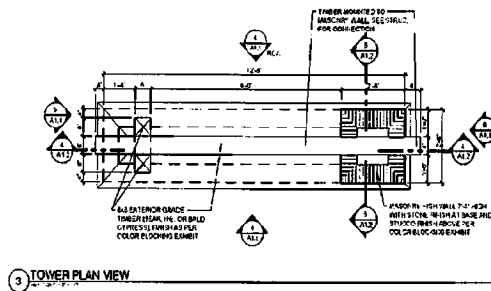
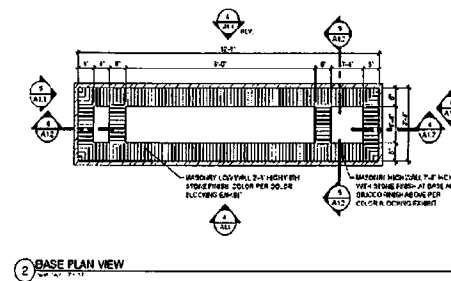
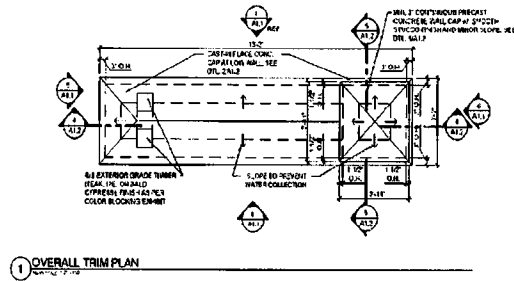
Project Title
SILVERLAKE ENTRY SIGN

Sheet Title
ENTRY SIGNS OVERALL PLAN AND ELEVATION

DATE: 11/11/22
BY: [Signature]

Sheet No.
A0.3





LEGEND SYMBOLS

ELEVATION INDICATION - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR (CAPS) = 0'-0"

SECTION INDICATION

FOR ADDITIONAL STRUCTURAL INFORMATION, REFER TO SHEET A1.2



Michigan
3400 Auburn Rd, Suite 200
Auburn Hills, MI 48008
+1 248.822.4025

Florida
12908 Tamara Oaks Blvd., Suite 100
Tempe Terrace, FL 33587
+1 813.619.3310

www.fieldstone.com



Pulte Group / West Florida
2802 S. Falmouth Rd.
Riverview, FL 33576
+1 813.325.5803

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11/14/22	FOR PERMIT

Job No.
2200875.101

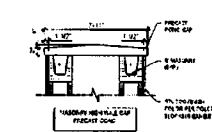
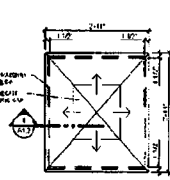
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SILVERLAKE ENTRY SIGN

Sheet Title
ENTRY SIGN 'A' PLANS & ELEVATIONS

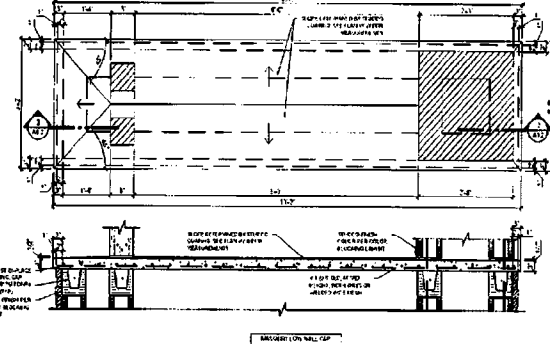
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A1.1



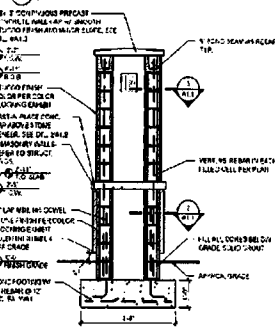
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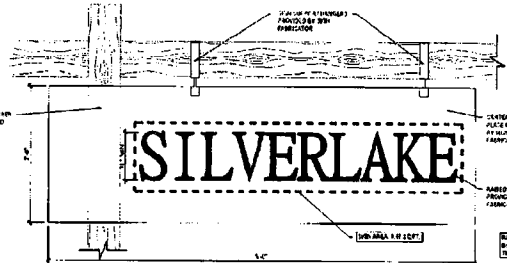
1 HIGH WALL CAP DETAIL



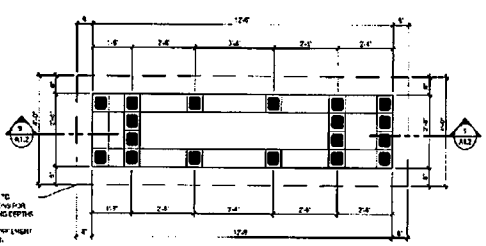
2 LOW WALL CAP DETAIL



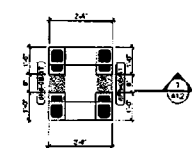
3 SECTION



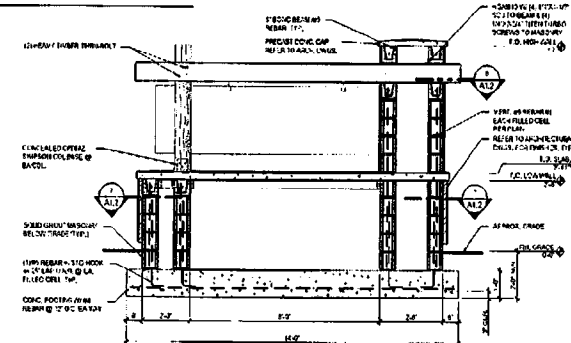
4 SIGN DETAIL



5 FOUNDATION PLAN



6 TOWER LINTEL PLAN



7 STRUCTURAL SECTION

LEGEND SYMBOLS

1	VERT. T. CONTINUOUS PRECAST CONCRETE WALL
2	PRECAST CONCRETE
3	CAST-IN-PLACE CONCRETE
4	VERT. REINFORCING BARS
5	APPROX. SPACE
6	VERT. REINFORCING BARS



Michigan
3400 Auburn Rd., Suite 200
Auburn Hills, MI 48320
+1 248 622-4233

Florida
12000 Tampa Oaks Blvd., Suite 150
Tampa, FL 33627
+1 813 486-1310

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One Issued for:

1	11/18/22	FOR PERMIT
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4		
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7		
8		
9		

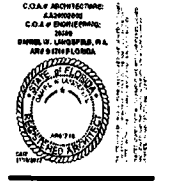
Job No.
2200875.101

Project Title
SILVERLAKE ENTRY SIGN

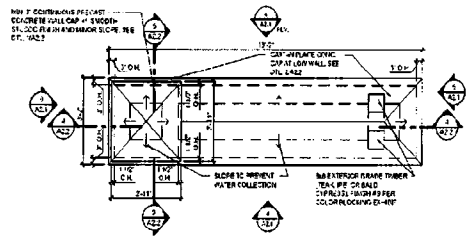
Sheet Title
ENTRY SIGN 'A' DETAILS

OFFICE: 8000 N. ASSE. LLO
DO NOT SCALE DRAWING

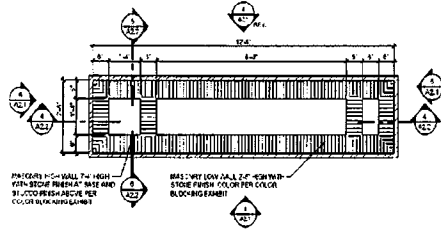
Sheet No.
A1.2



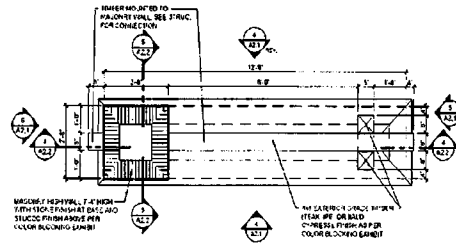
ENTRY SIGN 'A'



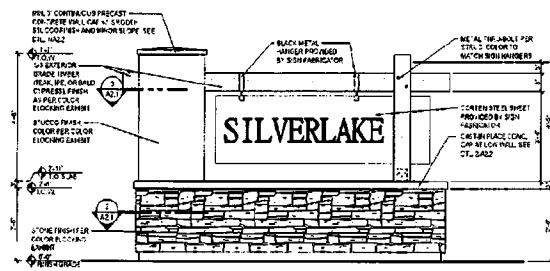
1 OVERALL TRIM PLAN



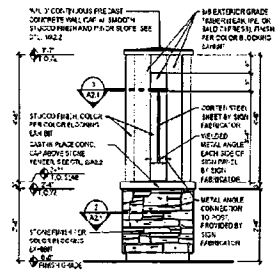
2 BASE PLAN VIEW



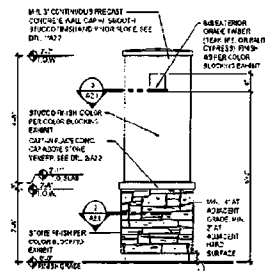
3 TOWER PLAN VIEW



4 FRONT & REAR ELEVATION



5 SIDE ELEVATION



6 SIDE ELEVATION

LEGEND SYMBOLS

ALUMINUM
ELEVATION INDICATOR - ELEVATION
NOTES ARE SUBJECT TO FIELD
LINDER CATERING & BOUT
DETAIL INDICATOR

FOR ADDITIONAL STRUCTURAL
INFORMATION, REFER TO SHEET A2.2



Nicholson
3400 Auburn Rd, Suite 200
Auburn Hills, AL 36820
+1 205.822.4033

Florida
12000 Tampa Oaks Blvd, Suite 150
Tampa, FL 33637
+1 813.446.2310

www.fieldstone.com



Pulte Group / West Florida
2002 S. Foxborough Rd.
Orlando, FL 32828
+1 813.335.5453

Date	Issued for
11/18/22	FOR PERMIT
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Job No.
2200875.101

Project Title
**SILVERLAKE
ENTRY SIGN**

Sheet Title
**ENTRY SIGN 'B'
PLANS &
ELEVATIONS**
SPECIALTIES A.E. L.L.C.
DO NOT SCALE DRAWINGS

Sheet No.
A2.1

COLE ARCHITECTURE
ARCHITECTS
C.O.A.P. ENGINEERING
EXAM
SHELBY L. LAMAR, P.E., R.A.
AND STAFF, FLORIDA

ENTRY SIGN 'B'

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

11

**AGREEMENT BETWEEN SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT
AND SR LANDSCAPING, LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1 day of August, 2023, by and between:

SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Lake Alfred, Polk County, Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

SR LANDSCAPING, LLC, a Delaware limited liability company, whose address is 5521 Baptist Church Road, Tampa, Florida 33610 (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance services for certain lands within the District, specifically identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's

representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. TERM; COMPENSATION.

A. The term of this Agreement shall be from **August 1, 2023** through September 30, 2024, unless earlier terminated by either party in accordance with the provisions of this Agreement. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor monthly payments of Five Thousand Two Hundred Two Dollars and No Cents (\$5,202.00) for an annual total of Sixty-Two Thousand Four Hundred Twenty-Four Dollars and No Cents (\$62,424.00).

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice

the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand,

all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

SECTION 8. 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.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or

more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. AMENDMENTS. 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 the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Silverlake Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: SR Landscaping, LLC
5521 Baptist Church Road
Tampa, Florida 33610

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kristen Suit** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 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 the Contractor 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 Contractor'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 the Contractor, the Contractor 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.

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

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 30. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further,

absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:


Secretary Assistant Secretary

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Brady Lefere  Digitally signed
by Brady Lefere

Chairperson, Board of Supervisors

Witness

Print Name of Witness

SR LANDSCAPING, LLC

By: 
Print: Jay Grimaldi
Its: General Manager - Maintenance

Exhibit A: Scope of Services

EXHIBIT A

Scope of Services

Budget Proposal - Common

Base Landscape Maintenance (42 Full-Service Visits Per Year):

Based on specifications provided

Annual Total: **\$30,107.70**

Irrigation Management (12 Inspections):

Annual Total: **\$4,772.52**

Horticulture Program & Pest Management:

Insecticide, 4 turf fertilizations, 2 tree & shrub fertilizations

Annual Total: **\$5,423.76**

Total Annual Landscape Maintenance:

Annual Total: **\$40,303.98**

Budget Proposal - Dry Ponds

Base Landscape Maintenance (20 Full-Service Visits Per Year):

Based on specifications provided

Phase 1 Annual Total: **\$22,120.00**

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2023-07

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY
ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Silverlake Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of _____,
and within the City of Lake Alfred, Polk County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

**SILVERLAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS				
Investments				
Reserve	\$ -	\$ 130,309	\$ -	\$ 130,309
Capitalized interest	-	67	-	67
Construction	-	-	6,619	6,619
Undeposited funds	43,674	101,431	-	145,105
Due from Landowner	16,441	-	-	16,441
Due from general fund	-	3,144	-	3,144
Total assets	<u>\$ 60,115</u>	<u>\$ 234,951</u>	<u>\$ 6,619</u>	<u>\$ 301,685</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 50,971	\$ 3,144	\$ -	\$ 54,115
Due to Landowner	-	3,144	-	3,144
Due to debt service fund	3,144	-	-	3,144
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>60,115</u>	<u>6,288</u>	<u>-</u>	<u>66,403</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	16,441	-	-	16,441
Unearned Revenue	-	101,431	-	101,431
Total deferred inflows of resources	<u>16,441</u>	<u>101,431</u>	<u>-</u>	<u>117,872</u>
Fund balances:				
Restricted for:				
Debt service	-	127,232	-	127,232
Capital projects	-	-	6,619	6,619
Unassigned	(16,441)	-	-	(16,441)
Total fund balances	<u>(16,441)</u>	<u>127,232</u>	<u>6,619</u>	<u>117,410</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 60,115</u>	<u>\$ 234,951</u>	<u>\$ 6,619</u>	<u>\$ 301,685</u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,760	\$ 34,530	\$ 120,765	29%
Total revenues	<u>5,760</u>	<u>34,530</u>	<u>120,765</u>	29%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording*	4,000	24,000	48,000	50%
Legal	2,075	15,800	20,000	79%
Engineering	-	-	10,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation**	-	-	500	0%
Dissemination agent**	83	333	2,000	17%
Trustee**	-	-	9,000	0%
Telephone	17	133	200	67%
Postage	-	92	250	37%
Printing & binding	41	333	500	67%
Legal advertising	10,225	10,225	6,500	157%
Annual special district fee	-	-	175	0%
Insurance	-	-	15,500	0%
Contingencies/bank charges	-	55	750	7%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>16,441</u>	<u>50,971</u>	<u>120,765</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	(10,681)	(16,441)	-	
Fund balances - beginning	(5,760)	-	-	
Fund balances - ending	<u>\$ (16,441)</u>	<u>\$ (16,441)</u>	<u>\$ -</u>	

*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**These items will be realized when bonds are issued

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	519	1,001
Total revenues	<u>519</u>	<u>1,001</u>
EXPENDITURES		
Principal	-	20,850
Cost of issuance	-	191,509
Total expenditures	<u>-</u>	<u>212,359</u>
Excess/(deficiency) of revenues over/(under) expenditures	519	(211,358)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	457,289
Original issue discount	-	(42,699)
Underwriter's discount	-	(76,000)
Total other financing sources	<u>-</u>	<u>338,590</u>
Net change in fund balances	519	127,232
Fund balances - beginning	126,713	-
Fund balances - ending	<u><u>\$ 127,232</u></u>	<u><u>\$ 127,232</u></u>

**SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 26	\$ 6,619
Total revenues	<u>26</u>	<u>6,619</u>
EXPENDITURES		
Construction Costs	-	3,342,711
Total expenditures	<u>-</u>	<u>3,342,711</u>
Excess/(deficiency) of revenues over/(under) expenditures	26	(3,336,092)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	3,342,711
Total other financing sources/(uses)	<u>-</u>	<u>3,342,711</u>
Net change in fund balances	26	6,619
Fund balances - beginning	6,593	-
Fund balances - ending	<u><u>\$ 6,619</u></u>	<u><u>\$ 6,619</u></u>

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Silverlake Community Development District held Public Hearings and a Regular Meeting on May 1, 2023 at 5:00 p.m., at Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33850.

Present at the meeting were:

Brady Lefere	Chair
Katarina (Kat) Diggs	Assistant Secretary
Max Law	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Pfil Hunt	Wrathell, Hunt and Associates, LLC
Jere Earlywine	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:00 p.m.

The Oath of Office was administered to Mr. Max Law before the meeting.

Supervisors Lefere, Diggs and Law were present. Supervisor Aponte and Supervisor-Elect Marc Ferlita were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Max Law [SEAT 4] (the following will be provided in a separate package)

This item was addressed during the First Order of Business. Mr. Law is familiar with the following:

- A. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. **Membership, Obligations and Responsibilities**
- C. **Financial Disclosure Forms**
 - I. **Form 1: Statement of Financial Interests**
 - II. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. **Form 1F: Final Statement of Financial Interests**
- D. **Form 8B: Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

Acceptance of Notice of Intent to Decline Election to Board from Marc Ferlita [SEAT 5]; Term Expires November 2024

Ms. Suit presented Mr. Marc Ferlita's Notice of Intent to decline his election to Seat 5.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Mr. Marc Ferlita's declination of his election to Seat 5, was accepted.

- A. **Consider Appointment to Fill Unexpired Term of Seat 5**
 - **Administration of Oath of Office**
- B. **Consideration of Resolution 2023-43, Designating Certain Officers of the District, and Providing for an Effective Date**

These items were deferred.

FIFTH ORDER OF BUSINESS

Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

- A. **Affidavits of Publication**

B. Consideration of Resolution 2023-39, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2023-39 and the Rules of Procedure.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Resolution 2023-39, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-42, Ratifying, Confirming, and Approving the Sale of the Silverlake Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Silverlake Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2023-42.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Resolution 2023-42, Ratifying, Confirming, and Approving the Sale of the Silverlake Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Silverlake Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of Responses to Request for Proposals (RFP) for Annual Audit Services****A. Affidavit of Publication****B. RFP Package****C. Respondents:****I. Berger, Toombs, Elam, Gaines & Frank****II. Carr, Riggs & Ingram, LLC****III. Grau & Associates**

Ms. Suit presented the responses to the RFP for Annual Audit Services.

D. Auditor Evaluation Matrix/Ranking

Ms. Suit discussed her recommended scores and rankings, as follows:

#1	Berger, Toombs, Elam, Gaines & Frank (BTEGF)	100 points
#2	Grau & Associates (Grau)	97 points
#3	Carr, Riggs & Ingram, LLC (CRI)	95 points

E. Award of Contract

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the scoring and rankings, with Berger, Toombs, Elam, Gaines & Frank as the #1 ranked respondent to the RFP for Annual Audit Services and awarding the contract to Berger, Toombs, Elam, Gaines & Frank, was approved.

EIGHTH ORDER OF BUSINESS**Public Hearing to Hear Public Comments and Objections to the Policies and Rates**

Regarding District Amenity Facilities,
Pursuant to Sections 120.54 and 190.035,
Florida Statutes

A. Affidavits of Publication

**B. Consideration of Resolution 2023-41, Adopting Amenity Rates and Suspension and
Termination Policies; Providing a Severability Clause; and Providing an Effective Date**

Ms. Suit presented Resolution 2023-41 and noted that the rates are pending. Mr. Earlywine discussed considerations to keep in mind when determining the rates. He suggested, and the Board agreed, with approving a non-resident user rate equal to the total Debt Service and Operation and Maintenance (O&M) assessments, divided by 12 as the monthly rate and the reservation rates being the market rate as determined by the Amenity staff.

**On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the
Public Hearing was opened.**

No members of the public spoke.

**On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the
Public Hearing was opened.**

**On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor,
Resolution 2023-41, Adopting Amenity Rates, as amended, and Suspension and
Termination Policies; Providing a Severability Clause; and Providing an
Effective Date, was adopted.**

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2023-44,
Approving a Proposed Budget for Fiscal
Year 2023/2024 and Setting a Public
Hearing Thereon Pursuant to Florida Law;
Addressing Transmittal, Posting and
Publication Requirements; Addressing
Severability; and Providing an Effective
Date**

Before the meeting, the agenda letter and resolution were updated to reflect Resolution 2023-44, rather than originally stated as Resolution 2023-42; the electronic version is correct.

Ms. Suit presented Resolution 2023-44. She reviewed the proposed Fiscal Year 2024 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2023 budget, and explained the reasons for any changes. She noted that the off-roll assessment revenue will be reduced to \$60,000 so a Deficit Funding Agreement will be necessary. The following other changes were made:

Page 2: Delete first "Landscape maintenance" line item that is not budgeted

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Consideration of Resolution 2023-44, Approving a Proposed Budget for Fiscal Year 2023/2024, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 7, 2023 at 5:00 p.m., at the Mackay Gardens and Lakeside Preserve, 945 Mackay Blvd., Lake Alfred, Florida 33850; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-45, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date

Before the meeting, the agenda letter and resolution were updated to reflect Resolution 2023-45, rather than originally stated as Resolution 2023-03; the electronic version is correct.

Ms. Suit presented Resolution 2023-45. This amendment is necessary to include Field Operations to the Fiscal Year 2023 budget.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Resolution 2023-45, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS**Consideration of Highland Community Management, LLC, Field Operations Agreement**

Ms. Suit presented the Field Operations Agreement. The following change was made:

Page 2, Section 4A: Change “as of the date first written above” to “upon written notice of commencement from the District”

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the Highland Community Management, LLC, Field Operations Agreement, as amended, was approved.

TWELFTH ORDER OF BUSINESS**Ratification of Engagement with Jere Earlywine at Kutak Rock LLP**

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Engagement of Jere Earlywine/Kutak Rock LLP for District Counsel Services, was ratified.

- **Consideration of Retention and Fee Agreement**

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the Kutak Rock LLP Retention and Fee Agreement, was approved.

THIRTEENTH ORDER OF BUSINESS**Ratification of Acquisition of the Phase 1 and Offsite Improvements**

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Acquisition of the Phase 1 and Offsite Improvements, was ratified.

FOURTEENTH ORDER OF BUSINESS**Consideration of Resolution 2023-07, Designating the Primary Administrative**

Office and Principal Headquarters of the District and Providing an Effective Date

This item was deferred.

FIFTEENTH ORDER OF BUSINESS

Consideration of Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

This item was deferred.

SIXTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2023

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the Unaudited Financial Statements as of March 31, 2023, were accepted.

SEVENTEENTH ORDER OF BUSINESS

Approval of February 6, 2023 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the February 6, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

EIGHTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: KE Law Group, PLLC

Discussion ensued regarding when substantial completion of the utilities is expected.

B. District Engineer (Interim): Colliers Engineering & Design

There was no report.

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

- **NEXT MEETING DATE: TBD at 5:00 PM**

294 ○ **QUORUM CHECK**

295 Ms. Suit stated the next meeting will be on August 7, 2023.

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297 **NINETEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

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299 There were no Board Members' comments or requests.

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301 **TWENTIETH ORDER OF BUSINESS** **Public Comments**

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303 No members of the public spoke.

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305 **TWENTY-FIRST ORDER OF BUSINESS** **Adjournment**

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308 On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, the
309 meeting adjourned at 5:50 p.m.

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315 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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321 _____
Secretary/Assistant Secretary

Chair/Vice Chair

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS



April 21, 2023

Daphne Gillyard – Director of Administrative Services
Silverlake Corporate Office
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Silverlake Community Development District Registered Voters

Dear Ms. Gillyard,

In response to your request, there are currently no voters within the Silverlake Community Development District as of **April 15, 2023**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Lori Edwards
Supervisor of Elections
Polk County, Florida