

SILVERLAKE

**COMMUNITY DEVELOPMENT
DISTRICT**

November 6, 2023

**BOARD OF SUPERVISORS
PUBLIC HEARING 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

October 30, 2023

Board of Supervisors
Silverlake Community Development District

Dear Board Members:

The Board of Supervisors of the Silverlake Community Development District will hold a Public Hearing and Regular Meeting on November 6, 2023 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing to Hear Public Comments and Objections to the Adoption of the Policies and Rates Regarding District Amenity Facilities
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2024-01, Adopting Amenity Facilities Policies and Rates; Providing for Severability and an Effective Date
4. Consideration of Resolution 2024-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
5. Consideration of Resolution 2024-03, Designating the Location of the Local District Records Office and Providing an Effective Date
6. Ratify Acceptance of Bill of Sale and General Assignment for Fence/Sign
7. Authorization of RFQ for Engineering Services
8. Consideration of City of Lake Alfred Developer's Agreement (Phase 2)
9. Acceptance of Unaudited Financial Statements as of September 30, 2023
10. Approval of August 7, 2023 Public Hearings and Regular Meeting Minutes

ATTENDEES:

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

11. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Colliers Engineering & Design*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: December 4, 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	CONNOR GALLAGHER	☐	IN PERSON	☐	PHONE	☐	NO

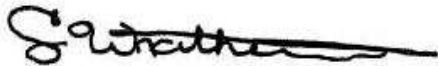
12. Board Members' Comments/Requests

13. Public Comments

14. 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

3A

LOCALiQ

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 Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

10/06/2023

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 10/06/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$177.23

Order No: 9367388

Customer No: 886151

of Copies:

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

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 November 6, 2023, at 5:00 p.m., at Lake Alfred Public Library, 245 N Seminole Avenue, 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
10/6/23 9367388



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:

10/08/2023

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 10/08/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1150.40

Order No: 9367589

of Copies:

Customer No: 886151

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

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 November 6, 2023, at 5:00 p.m., at Lake Alfred Public Library, 245 N Seminole Avenue, 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 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 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 The Ledger on October 6, 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.

Kristen Suit
District Manager

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY FACILITIES POLICIES AND RATES; PROVIDING FOR SEVERABILITY AND 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, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) desires to adopt its rules and rates related to the use of the District’s amenity facilities and services (“**Amenity Rules**”), which governs the operation of the amenity facilities and other properties; and

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

WHEREAS, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of a public hearing thereon; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Amenity Rules, which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application.

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

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

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

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

PASSED AND ADOPTED this 6th day of November, 2023.

ATTEST:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amenity Rules

Exhibit A
Amenity 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: November 6, 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.

"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 District Manager at 877-276-0889.

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.
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 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. **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. **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. **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.
7. **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.
8. **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. **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. **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. **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:
 - g. BYOB Alcohol: Patron must provide proof of a Homeowner's Insurance Rider/Endorsement providing special event coverage
 - h. 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. **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. **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:
 - i. 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.
 - j. 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.
 - k. 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.

- I. 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 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: November 6, 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 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: November 6, 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.

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-02

**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

5

RESOLUTION 2024-03

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SILVERLAKE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE 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*, being situated within the City of Lake Alfred, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

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

SECTION 1. The District’s local records office shall be located at: _____.

SECTION 2. 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

6

BILL OF SALE AND GENERAL ASSIGNMENT
[MONUMENT ENTRYWAY AND PERIMETER FENCING]

THIS BILL OF SALE AND GENERAL ASSIGNMENT is made to be effective as of the 5 day of September, 2023, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 (“**Grantor**”), and for good and valuable consideration, to it paid by the **Silverlake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, fees, deposits, guaranties, warranties, affidavits, lien waivers, claims, bonds (maintenance or otherwise), indemnification, and agreements given heretofore and with respect to the construction or composition of all of the improvements described in **Exhibit A**.

2. Grantor does hereby covenant to and with Grantee, its successors and assigns, that they are the lawful owners of the personal property and assets identified in **Exhibit A**; that said personal property and assets are free from all liens and encumbrances; that Grantor has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Grantor will warrant and defend the sale of its said personal property and assets hereby made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons whosoever.

3. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations

Exhibit A

Grantor hereby transfers, grants, conveys, and assigns to Grantee the following improvements, work product, and other interests (hereafter, collectively, the “**Property**”), located within tracts identified on the plat (“**Plat**”) known as *Silverlake Phase 1*, recorded in Plat Book 195, Page(s) 21-26, of the Official Records of Polk, County, Florida, to have and to hold all of said Property for its own use, and benefit forever:

1. ***The following Property located within Tract FF (Type D Buffer):***

(i) All perimeter hardscape elements, including structural and non-structural fence(s).

(ii) All landscape and irrigation elements including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

2. ***The following Property located within Tract HH (Type D Buffer):***

(i) All perimeter hardscape elements, including structural and non-structural fence(s).

(ii) All landscape and irrigation elements including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, and related system components.

3. ***The following Property located at the intersection of Gum Road and on or within the public right-of-way designated as Silverlake Boulevard:***

(i) The monument entryway hardscape elements, including but not limited to the entry sign, posts, beams and panels.

(ii) All landscape and irrigation elements associated with the monument entryway, including but not limited to all plants, trees, shrubbery, and other landscaping and plantings, pumps, lines, spray heads, related system components, and all associated lighting, including but not limited to electrical service poles, service laterals, lights, WP GFI receptacle and photocell control.

All of which are depicted below and outlined in purple.

on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale and General Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: 
Name: Nick Craniotis

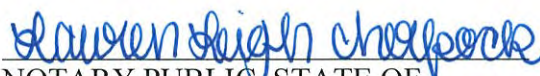

Name: RAY APONTE
Title: Director of Land Development

By: 
Name: Caleb Lasher

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of September, 2023, by Ray Aponte as Director of Land Development of Pulte Group, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida

Name: Lauren Leigh cherpoek
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)





SILVER LAKE PHASE 1
RENDERED MASTER PLAN



SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

8

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 ____ day of _____, 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, a unit of special purpose government, was established by ordinance enacted by the City Commission of the City of Lake Alfred, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is authorized to transact business in the State of Florida; and

(d) Developer, in cooperation and agreement with the current primary landowner, **PULTE HOME COMPANY, LLC** (hereinafter referred to as the "Landowner"), and pursuant to Florida law, is in the process of the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services which will be located within its boundaries; and

(e) Developer and City acknowledge and agree that, pursuant to Section 720.307 of the Florida Statutes, the Landowner may convey certain property to **SILVERLAKE HOMEOWNER'S ASSOCIATION, INC.**, an active Florida Not-For-Profit Corporation

(hereafter referred to as the “Association”), which will assume control from Landowner on the turnover date of the homeowner members and the Silverlake Subdivision; and

(f) November 6, 2023, the City of Lake Alfred City Commission, at a duly noticed public meeting, adopted Resolution _____ (the “Resolution”) approving the Silverlake Phase 2 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

(g) the Resolution is recorded in Official Records Book _____, Pages _____ - _____, in the public records of Polk County, Florida; and

(h) City and Developer acknowledge and agree that the Plat, which is recorded in Plat Book _____, Pages _____, 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 **Exhibit “A”**); and

(i) 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 **Exhibit “A”**) (collectively referred to as the “Improvements”); and

(j) 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

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

(l) 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 **Exhibit “A”**); and

(m) City and Developer acknowledge, represent, and agree that the Plat, Ruby Lane, 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

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

(o) 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

(p) 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 -

Exhibit “A”) and good husbandry of any landscaping located on and/or within the City Dedications (see **Exhibit “A”**), the Association is a permitted assignee of the Developer; and

(q) on _____, 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 Ruby Lane and/or the City Dedications (see **Exhibit “A”**); and

(r) 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 **Exhibit “A”**); and

(s) 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

(t) 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

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

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

(w) 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

(x) 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

(y) 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

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

(aa) 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

(bb) 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

(cc) 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 **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 Landowner or 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 2 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 Dedication(s) (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 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 (2023), 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:

**SILVERLAKE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

Date: _____

Approved by District Attorney:

By: _____
Alyssa Willson, Esq.
*Approved As To Form and Legal
Sufficiency.*

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____, 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

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

City of Lake Alfred:

**CITY COMMISSION OF THE
(SEAL)**

CITY OF LAKE ALFRED

ATTEST:

By: _____
Nancy Z. Daley, Mayor

Date: _____

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

Approved by City Attorney

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

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

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

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

	General Fund	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS				
Cash	\$ 1,278	\$ -	\$ -	\$ 1,278
Investments				
Revenue	-	101,968	-	101,968
Reserve		131,905	-	131,905
Capitalized interest	-	68	-	68
Construction	-	-	6,700	6,700
Undeposited funds	10,039	-	-	10,039
Due from Landowner	7,094	-	-	7,094
Prepaid expense	6,916	-	-	6,916
Total assets	<u>\$ 25,327</u>	<u>\$ 233,941</u>	<u>\$ 6,700</u>	<u>\$ 265,968</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 17,962	\$ -	\$ -	\$ 17,962
Due to Landowner	-	3,144	-	3,144
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,962</u>	<u>3,144</u>	<u>-</u>	<u>27,106</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	178	-	-	178
Unearned Revenue	6,916	-	-	6,916
Total deferred inflows of resources	<u>7,094</u>	<u>-</u>	<u>-</u>	<u>7,094</u>
Fund balances:				
Restricted for:				
Debt service	-	230,797	-	230,797
Capital projects	-	-	6,700	6,700
Unassigned	(5,729)	-	-	(5,729)
Total fund balances	<u>(5,729)</u>	<u>230,797</u>	<u>6,700</u>	<u>231,768</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 25,327</u>	<u>\$ 233,941</u>	<u>\$ 6,700</u>	<u>\$ 265,968</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 24,448	\$ 83,314	\$ 120,765	69%
Total revenues	<u>24,448</u>	<u>83,314</u>	<u>120,765</u>	69%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording*	4,000	36,000	48,000	75%
Legal	5,556	17,470	20,000	87%
Engineering	-	-	10,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation**	-	-	500	0%
Dissemination agent**	83	583	2,000	29%
Trustee**	-	-	9,000	0%
Telephone	17	183	200	92%
Postage	12	199	250	80%
Printing & binding	41	458	500	92%
Legal advertising	-	24,098	6,500	371%
Annual special district fee	-	-	175	0%
Insurance	1,109	1,109	15,500	7%
Contingencies/bank charges	-	403	750	54%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>10,818</u>	<u>80,713</u>	<u>120,765</u>	67%
Field operations				
Landscape maintenance				
! Field operations manager	-	-	6,000	0%
Landscape maintenance	-	-	94,252	0%
Mulch	-	-	25,480	0%
Irrigation repairs	-	-	5,000	0%
Landscape replacement	-	-	6,000	0%
Pressure cleaning	-	-	4,000	0%
Pool maintenance	-	-	13,000	0%
Pool permit	-	-	300	0%
Clubhouse pest control	-	-	375	0%
Clubhouse/pool repairs	-	-	750	0%
Clubhouse supplies	-	-	750	0%
Clubhouse janitorial	-	-	7,500	0%
Clubhouse fobs-cameras	-	-	750	0%
Holiday decorations	-	-	4,000	0%
General repairs/supplies	-	-	5,000	0%
Mitigation/pond maintenance	-	-	10,000	0%
Utilities				
Electric- common area	4,950	8,330	5,000	167%
Water- clubhouse and pool	-	-	2,500	0%
Streetlights	-	-	40,543	0%

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

	Current Month	Year to Date	Budget	% of Budget
Internet- clubhouse	-	-	1,000	0%
Property insurance	-	-	10,000	0%
Total field operations	4,950	8,330	242,200	2
Total expenditures	15,768	89,043	120,765	74%
Excess/(deficiency) of revenues over/(under) expenditures	8,680	(5,729)	-	
Fund balances - beginning	(14,409)	-	-	
Fund balances - ending	<u>\$ (5,729)</u>	<u>\$ (5,729)</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 SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES		
Assessment prepayments	\$ 101,431	\$ 101,431
Interest	983	3,135
Total revenues	<u>102,414</u>	<u>104,566</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	102,414	(107,793)
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	102,414	230,797
Fund balances - beginning	128,383	-
Fund balances - ending	<u>\$ 230,797</u>	<u>\$ 230,797</u>

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

	Current Month	Year To Date
REVENUES		
Interest	\$ 28	\$ 6,700
Total revenues	<u>28</u>	<u>6,700</u>
EXPENDITURES		
Construction Costs	-	3,342,711
Total expenditures	<u>-</u>	<u>3,342,711</u>
Excess/(deficiency) of revenues over/(under) expenditures	28	(3,336,011)
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	28	6,700
Fund balances - beginning	6,672	-
Fund balances - ending	<u><u>\$ 6,700</u></u>	<u><u>\$ 6,700</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 August 7, 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
Ray Aponte	Vice Chair
Katarina (Kat) Diggs	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Alyssa Willson (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Conner Gallagher	Supervisor Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:00 p.m. Supervisors Lefere, Diggs and Aponte were present. Supervisor Law was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 5; Term Expires November
2024**

Mr. Aponte nominated Mr. Connor Gallagher to fill Seat 5. There were no other nominations.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the appointment of Mr. Connor Gallagher to Seat 5, was approved.

A. Administration of Oath of Office to Appointed Supervisor (the following will be provided in a separate package)

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Gallagher. She provided and briefly described the following:

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

Ms. Suit presented Resolution 2023-43. Mr. Lefere nominated the following slate:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Katarina Diggs	Assistant Secretary
Max Law	Assistant Secretary
Connor Gallagher	Assistant Secretary
Kristen Suit	Assistant Secretary

No other nominations were made. Prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolution.

On MOTION by Mr. Lefere and seconded by Ms. Diggs, with all in favor, Resolution 2023-43, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

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

Ms. Suit presented Resolution 2023-46. She reviewed the proposed Fiscal Year 2024 budget, which reflects the revisions made after the last meeting.

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

No members of the public spoke.

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

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, 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, was adopted.

FIFTH ORDER OF BUSINESS

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

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

A Board Member asked about the "Summary of O&M Assessments" attached as Exhibit A. Ms. Suit stated it was included in the Mailed Notices. As long as the assessments imposed do not exceed the gross revenue in the budget, the CDD is good. Asked if the CDD must hold a public hearing on the Mailed Notices, Ms. Suit stated there must be a public hearing to adopt the budget and a public hearing to impose the assessments, which is what is being done today.

No members of the public spoke.

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

Ms. Suit presented Resolution 2023-47.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, 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, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Agreement Regarding the Direct Collection of Special Assessments for Fiscal Year 2023-2024

Ms. Suit presented the Direct Collection of Special Assessments for Fiscal Year 2023-2024 Agreement between the CDD and Pulte Home Company LLC.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Direct Collection of Special Assessments for Fiscal Year 2023-2024 Agreement, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Fiscal Year 2023-2024
Deficit Funding Agreement**

Ms. Suit presented the Fiscal Year 2023-2024 Deficit Funding Agreement.

**On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the
Fiscal Year 2023-2024 Deficit Funding Agreement, was approved.**

EIGHTH ORDER OF BUSINESS**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**

Ms. Suit presented Resolution 2023-48 and stated meetings were not scheduled for January or September 2024 because they coincided with holidays and meetings and the Lake Alfred Public Library meeting location will be closed.

**On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor,
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, was adopted.**

NINTH ORDER OF BUSINESS**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**

Ms. Suit presented Resolution 2023-49.

**On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor,
Resolution 2023-49, to Designating November 6, 2024 at 5:00 p.m., at the Lake
Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850 as
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, was adopted.**

TENTH ORDER OF BUSINESS**Ratification of The City of Lake Alfred
Developer's Agreement**

Ms. Suit presented the City of Lake Alfred Developer's Agreement. Mr. Lefere stated the Agreement is to get the median sign built within the City's public right-of-way (ROW).

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the City of Lake Alfred Developer's Agreement, was ratified.

ELEVENTH ORDER OF BUSINESS**Ratification of SR Landscaping, LLC
Landscape & Irrigation Maintenance
Services Agreement**

Ms. Suit presented the SR Landscaping, LLC Landscape & Irrigation Maintenance Services Agreement.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the SR Landscaping, LLC Landscape & Irrigation Maintenance Services Agreement, was ratified.

TWELFTH 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.

THIRTEENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of June 30, 2023**

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.

Ms. Suit recalled that the Board previously approved a Field Operations Agreement, in substantial form pending an authorization date.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, authorizing commencement of Field Operations Services on October 1, 2023, was approved.

FOURTEENTH ORDER OF BUSINESS**Approval of May 1, 2023 Public Hearings and Regular Meeting Minutes**

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the May 1, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

FIFTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: KE Law Group, PLLC****B. District Engineer (Interim): Colliers Engineering & Design**

There were no District Counsel or District Engineering reports.

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**

The October 2, 2023 meeting was cancelled.

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

There were no Board Members' comments or requests.

SEVENTEENTH ORDER OF BUSINESS**Public Comments**

There were no public comments.

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the meeting adjourned at 5:20 p.m.

269

270

271

272

273

274 _____
Secretary/Assistant Secretary

Chair/Vice Chair

SILVERLAKE

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

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 CANCELED	Regular Meeting	5:00 PM
November 6, 2023	Regular Meeting	5:00 PM
December 4, 2023	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