

***WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Tuesday
July 14, 2020
6:15 p.m.***

***Location:
Conducted Via Electronic Teleconference***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Waterleaf

Community Development District

Board of Supervisors
Waterleaf Community Development District

Dear Board Members:

A Meeting of the Board of Supervisors of the Waterleaf Community Development District is scheduled for **Tuesday, July 14, 2020 at 6:15 p.m.**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 (as extended by Executive Order 20-150) which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099
Meeting ID: 812 8664 3552
Password: 250329

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore
District Manager
813-374-9104

Cc: Attorney
Engineer
District Records

District: **WATERLEAF COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, July 14th, 2020
Time: 6:15 PM
Location: Via Zoom teleconference
Due to COVID 19
Per Gov Exec Order 20-69

Dial-in Number: 929-205-6099
Meeting ID: 812 8664 3552#

Agenda

I. Roll Call

Mike Lawson - Chairman	Doug Draper – Vice Chair
Lori Price – Assist. Secretary	Bob Neal – Assist. Secretary
Rich Gaines – Assist. Secretary	
District Attorney	District Engineer

II. Audience Comments – (limited to 3 minutes per individual for agenda items)

III. Consent Agenda

- A. Consideration and Approval of the June 9, 2020 Regular Meeting Minutes
- B. Acceptance of the May 2020 Unaudited Financial Statements

IV. Business Matters

- A. Discussion of Trespassing/Non-Resident Use of Amenities, set a Public Hearing date for new rules Exhibit 1
- B. Review Encroachment agreement rules draft, same Public Hearing date Exhibit 2
- C. Bridge Update- cost of repairs; status of on Waterleaf property Exhibit 3
- D. Discussion of status of Pond Maintenance proposals
- E. FY 2020-2021 Budget Workshop-Review Exhibit 4

V. Administrative Matters

- A. Ratify POs and contracts #137-142 Separate Cover

VI. Staff Reports

- A. District Manager
 - 1- Review of Action List and Maintenance Report Exhibit 5

B. District Attorney

C. District Engineer

VII. Supervisors Requests

VIII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

IX. Adjournment

EXHIBIT 1.

**WATERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITY POLICIES

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ATTACHMENT A:	Registration Form
ATTACHMENT B:	Consent and Waiver Agreement

Part I. Amenity Facility Rates

In accordance with Chapter 190 of the Florida Statutes, on July 14, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Waterleaf Community Development District adopted the following policy to govern rates for the District's Amenities.

A. INTRODUCTION.

This policy addresses various rates, fees and charges associated with the Amenities.

B. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Facility Policies of Waterleaf Community Development District, as amended from time to time.

C. ANNUAL USER FEE.

For Non-Resident Patrons, the annual Non-Resident User Fee is equal to the average annual operation and maintenance assessment and debt assessment 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.

D. RESERVATION RATES FOR AMENITY CENTER.

Any Patron wishing to have the exclusive use of any area within the amenity center must pay the appropriate fee and submit a security deposit in the amounts set forth in Table 1 below.

Table 1 - Reservation Rates for Amenity Center Areas¹

Area	Rental Fee	Deposit
Multi-Purpose Field	None	None
Covered Patio at Pool	\$25.00 / hour	\$300.00
Cabanas Pool side	No charge for Residents	None

E. ACTIVITY AND PROGRAM RATES.

Activity program prices charged on an activity by activity basis.

F. MISCELLANEOUS FEES.

Miscellaneous fees are set forth in Table 2 below.

Table 2 - Miscellaneous fees

Item	Fee
Access Cards/Keys (two per Patron)	Free
Additional Access Card/Keys (for additional cards/keys)	\$25.00 per access card/keys
Replacement of Damaged, Lost, or Stolen Access Card or Key	\$25.00 per access card/keys
Guests Staying On Property Fee for Amenity Center and Pool	Free
Guests <u>not</u> Staying On Property Fee for Amenity Center and Pool	\$10.00 per day per person
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

¹ Note: Must be a Resident or Waterleaf or a Non-Resident User that has met all Non-Resident User requirements and are current with the Non-Resident User Fee. Cabana Rental (Reservations) are limited to 1 rental (1 reservation) per month per Resident.

G. SPECIAL PROVISIONS.

1. After-Hours Events.

All rental fees are increased by \$25 for each hour past normal operating hours.

2. Homeowner's Association and Master Developer 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. Any events hosted by the Master Developer are permitted for free, subject to availability.

3. 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.

H. ADJUSTMENT OF RATES.

Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 to reflect actual costs of operation of the Amenity Facilities, to promote use of the Amenity Facilities, 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.

I. PRIOR AMENITY POLICIES.

The District's Amenity Facility Policies, as may be amended from time to time, govern all use of the Amenity Facilities.

J. SEVERABILITY.

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2013)

Part II. Amenity Facility Policies

In accordance with Chapter 190 of the Florida Statutes, and on July 14, 2020 at a duly noticed public meeting, the Board of Supervisors of the Waterleaf Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

A. DEFINITIONS

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

"Access Card" – shall mean the identification card OR keys issued to Patrons.

"Amenity Facility or Amenity Facilities" – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District's amenity center, fitness center, swimming pool, multi- purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenity Facility Policies" or "Policies" – shall mean all policies of the District relative to the Amenities, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

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

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

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

"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 age of eighteen, 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 or persons, other than a Patron, who are expressly

authorized by the District to use the Amenity Facilities, or invited and accompanied for the day by a Resident Patron or Non-Resident Patron to use the Amenity Facilities.

“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 Non-Resident User Fee and is current in the payment of all other dues and fees to the District.

“Non-Resident User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenity Facilities. The amount of the annual Non-Resident User Fee is set forth in the District’s Amenity Facility Policy and included in the CDD’s O&M expenses charged to each property owner.

“Patron or Patrons” shall mean Resident Patrons, Non-Resident Patrons, and Guests.”

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“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.

“Resident Patron” – shall mean Residents, and Renters.

B. AUTHORIZED USERS

1. Generally.

Only Patrons and Guests, as set forth herein, have the right to use the Amenity Facilities.

2. Residents.

A Resident must pay the Annual User Fee and be current in payment of all dues applicable to Residents in order to have the right to use the Amenity Facilities. 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.

3. Non-Residents.

A Non-Resident Patron must pay up front the total annual Non-Resident User Fee and be current in payment of all dues applicable to Non-Residents in order to have the right to use the Amenity Facilities 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 Amenity Facilities. Each subsequent Non-Resident User Fee shall be paid in full on the anniversary date of application.

4. 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 co-beneficial users of the Resident's privileges to use the Amenity Facilities.

- (a) A Renter who is designated as the co-beneficial user of the Resident's rights to use the Amenity Facilities shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (b) 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 department of their respective Renter.
- (c) Renters shall be subject to all rules and policies as the Board may adopt from time to time.

5. Guests.

Except as otherwise provided for herein, each Resident Patron or Non-Resident Patron who is at least sixteen years of age may bring a maximum of four guests to the Amenity Facilities, provided however that Guests must be accompanied by the Resident Patron or Non-Resident Patron when using the Amenity Facilities and provided however that the Resident Patron or Non-Resident Patron will be responsible for any harm caused by the Resident Patron's or Non-Resident Patron's Guests while using the Amenity Facilities. 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 Resident Patron Family or Non-Resident 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 and policies as the Board may adopt from time to time.

6. Registration / Disclaimer.

In order to use the Amenity Facilities, each Patron, all members of a Patron's Family,

and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**.

All persons using the Amenity Facilities do so at their own risk and agree to abide by the policies for the use of the Amenity Facilities. 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 Amenity Facilities or from the acts, omissions or negligence of other persons using the Amenity Facilities. Patrons are responsible for their actions and those of their Guests.

C. ACCESS CARDS OR KEYS

1. Use of Access Cards or Keys.

Patrons can use their Access Cards, keys or key pad with code number to gain access to the Amenity Facilities. Upon arrival at the amenity center, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenity Facilities.

2. Issuance of Access Cards or Keys.

Each Patron will receive two Access Cards or keys upon registration with the District from builder at home closing. For Families, each Patron may obtain additional Access Cards or keys for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenity Facilities, with a maximum of four (4) cards per Family, and subject to payment of any applicable fees.

3. Non-Transferrable.

Access Cards or keys are the property of the District and are non-transferable except in accordance with the District's rules and policies.

4. Lost or Stolen Cards or keys.

All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards or keys.

D. FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenity Facilities:

1. Patrons Only.

Unless otherwise directed by the District, only Patrons may reserve the portions of

the Amenity Facilities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenity Facilities for any particular reservation.

2. Rental of Amenity Facilities:

The following Amenity Facilities are available for rental:

- (a) Amenity center;
- (b) Outdoor covered patio area.

3. Payment & Registration.

At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. Rates and Deposits.

The rental rates and deposits for use of the Amenity Facilities are as set forth in the District's Amenity Facilities Policy. To receive the full refund of the deposit within 10 days after the party, the renter must:

- (a) Remove all garbage, place in dumpster and replace garbage liners;
- (b) Take down all decorations or event displays; and
- (c) Otherwise clean the rented Amenity Facilities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. Computation of Rental Time.

The rental time period is inclusive of set-up and clean-up time.

6. Duration of Events.

Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District and no after hours events shall extend past midnight. If the event lasts longer than four hours the deposit is forfeited, unless previously authorized by the District.

7. Available Hours.

The Amenity Facilities may be rented for parties and events during normal operating hours. Additionally, the amenity center may be rented after hours and until midnight. All parties and events, including clean-up, at the amenity center must conclude by midnight.

8. Capacity.

The amenity center capacity limit shall not be exceeded at any time for a party or event.

9. Noise.

The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

10. Insurance.

Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and contractors is to be named on these policies as an additional insured party.

11. Cancellation.

If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

E. COMMUNITY PROGRAMMING

1. Resources.

The District may offer from time to time a variety of programs and activities designed to meet the needs and enjoyment of community members of all ages, interests and skill levels. If a program or activity is offered, its format will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Patrons via a community bulletin board, District website or homeowner's association community website.

2. Patrons and Guests Only.

Unless otherwise directed by the District, programs will be open to Patrons and

their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

3. Registration.

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

4. Programs and Activities.

All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenity Facilities will be posted in each area and updated by the District. No outside (i.e., third party) instructors are allowed.

5. Cancellation by the District.

The District will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account.

6. Refunds.

Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, "no shows", or after a program begins may not be approved.

F. 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 and policies of the District.

1. Emergencies.

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 813-374-9105.

2. Hours of Operation.

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. 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 Amenity Facilities.

3. Additional Guidelines

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenity Facilities generally:

- (a) **Registration and Access Cards or Keys.** All Patrons must sign-in and have their assigned access card, key or key pad code upon entering the amenity center. Cards and codes are only to be used by the Patron to whom they are issued.
- (b) **Guests.** Guests must be accompanied by a Patron while using the Amenity Facilities.
- (c) **Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
- (d) **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 Amenity Facilities. Bathing suits and wet feet are not allowed indoors with the exception of the restroom areas.
- (e) **Food and Drink.** Food and drink will be limited to designated areas only.
- (f) **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenity Facilities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenity Facilities.
- (g) **No Smoking.** Smoking is not permitted inside any building, or enclosed or fenced area, including but not limited to the amenity center, fitness center, swimming pool or swimming pool deck area, or playground. All waste must be disposed of in the appropriate receptacles.
- (h) **Pets.** With the exception of service animals, pets are not permitted, 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.
- (i) **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 Amenity Facilities within District unless they are owned by the District.

- (j) **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- (k) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (l) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (m) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- (n) **Profanity.** Loud, profane or abusive language is prohibited.
- (o) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (p) **Equipment.** All equipment and supplies provided for use of the Amenity Facilities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenity Facilities or a piece of equipment is in need of cleaning or maintenance.
- (q) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenity Facilities clean at all times.
- (r) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District.
- (s) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (t) **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 policies, while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (u) **Surveillance.** Various areas of all Amenity Facilities may be under twenty-four (24) hour video surveillance.
- (v) **Grills.** Grills are not permitted on public areas, except during approved events.
- (w) **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.

- (x) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the amenity center. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the amenity center.
- (y) **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.

4. Pool Area

The following policies apply to the District's pool:

- (a) **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
- (b) **Operating Hours.** The pool is open 8 am to 11 pm. The pool slide areas are open from noon to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
- (c) **Supervision of Children.** Children 12 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
- (d) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
- (e) **Food and Drink.** Alcoholic beverages are not permitted. Food is not permitted, except for special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms. Notwithstanding any of the foregoing, no food or beverages are ever permitted in the pool or on the pool wet deck area, and instead when permitted, food and beverages must be kept only in designated areas.
- (f) **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (g) **Diving.** Diving is strictly prohibited at the pool.
- (h) **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (i) **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys

for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.

- (j) **Entrances.** Pool entrances must be kept clear at all times.
- (k) **Railings.** No swinging on ladders, fences, or railings is allowed.
- (l) **Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.
- (m) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (n) **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
- (o) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (p) **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.
- (q) **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined 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.
- (r) **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.
- (s) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (t) **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- (u) **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, or when instructed to do so by the staff.

- (v) **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

5. Event Lawn, Patio, Picnic Areas, and Outdoor Areas

The following policies apply to the event lawn, patio, and other outdoor areas:

- (a) **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
- (b) **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- (c) **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
- (d) **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- (e) **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- (f) **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
- (g) **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
- (h) **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

6. Lake of Pond Areas

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points and not trespass upon a resident's property. 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:

- (a) Please be respectful of the privacy of the residents living near the ponds.

- (b) Children under the age of sixteen must be accompanied by adults when fishing.
- (c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
- (d) Do not leave fishing poles, lines, equipment or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- (e) Do not feed the wildlife anything, ever.
- (f) Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- (g) Swimming is prohibited in all ponds on District property.
- (h) No watercrafts of any kind are allowed in any of the ponds on District property.
- (i) Licensing requirements from other governmental agencies may apply. Check the regulations.

7. Playground and Tot Lots

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

- (a) Patrons and Guests may use the playgrounds at their own risk.
- (b) Adult supervision (eighteen years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- (c) Proper footwear is required and no loose clothing especially with strings should be worn.
- (d) 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.
- (e) No food, drinks or gum are permitted at the playground.
- (f) No pets of any kind are permitted at the playground.
- (g) No glass containers are permitted at the playground.
- (h) No jumping off from any climbing bar or platform.
- (i) Profanity, rough-housing, and disruptive behavior are prohibited.
- (j) If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

G. 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.

H. 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, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the 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.

I. 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.

J. SEVERABILITY

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

K. AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies 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 policies.

Part III. Amenities Disciplinary Policy

Law Implemented: ss. 190.011, Fla. Stat. (2013) Effective Date:

In accordance with Chapters 190 and 120 of the Florida Statutes, and on at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following policies to govern disciplinary matters at the District's amenities.

A. INTRODUCTION.

This policy addresses disciplinary measures governing the use of the amenities owned and managed by the Waterleaf Community Development District.

B. GENERAL POLICY.

All persons using the District's amenities are responsible for compliance with, and shall comply with, the policies established for the safe operations of the District's amenities.

C. SUSPENSION OF RIGHTS.

The District, through its Board, District Manager, and Amenities 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) Permits the unauthorized use of an amenity pass;
- (c) Exhibits unsatisfactory behavior, deportment or appearance;
- (d) Fails to pay amounts owed to the District in a proper and timely manner;
- (e) Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- (f) Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- (g) Damages or destroys District property; or
- (h) 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.

D. AUTHORITY OF AMENITIES MANAGER.

The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the amenities for a period not to exceed seven days.

DRAFT

[to be added]

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Waterleaf Community Development District
Consent and Waiver Agreement

Thank you for using the Waterleaf Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a amenity center, fitness center, swimming pool, tennis courts, playground, multi-purpose field, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's Amenity Facility Policy, as may be amended from time to time. For purposes of this Agreement, 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.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, 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, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, 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, including Participant, 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.

Sovereign Immunity

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.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

District Policies

Participant agrees to read and comply with the written policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's

Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

[CONTINUED ON FOLLOWING PAGE]

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

If Participant is 18 years of age or older	
Participant Name:	
Signature:	
Date:	
Address:	
Phone:	

If Participant is a minor child	
Parent/Guardian name:	
Signature:	
Date:	
Address:	
Emergency contact:	
Phone:	

EXHIBIT 2.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT ENCROACHMENT POLICY

The Waterleaf Community Development District (the “**District**”) has adopted the following policies for landowners wishing to obtain an encroachment agreement (the “**Agreement**”) in order to install improvements which encroach upon District common area property, easements, conservation areas or wetland buffer areas.

1. No unauthorized encroachments are allowed on District property, including but not limited to common areas, easements, conservation areas, or wetland buffer areas without prior written authorization from the District.
2. In order to begin the encroachment review process, the landowner should call the District Manager at (321) 374-9104 to review the procedures. The District Manager will review with the landowner the proposed location of the encroachment and answer any questions about the process for submitting their request to the Board of Supervisors of the District (the “**Board**”).
3. If a landowner desires to install improvements which encroach into the District’s property, it must be considered by the Board and reviewed by District staff. The landowner must pay the \$150 review fee for an encroachment that does not involve drainage pipes, irrigation lines or other such District installations within the area, or the \$250 review fee for an encroachment that contains drainage pipes, irrigation lines, or other types of District installations within the area. The landowner will also need to submit the following information in writing to the District Manager for consideration by the Board:
 - a. A copy of the design review documents that were submitted to the Waterleaf of Hillsborough County Homeowner’s Association (the “**HOA**”), a description of the proposed encroachment, their physical address, their contact information, the subsequent approval letter from the HOA for the design of the encroachment, and the approval letters from any government agencies that may have jurisdiction over the property including, but not limited to, Hillsborough County, the Southwest Florida Water Management District, and the U.S. Army Corps of Engineers.
 - b. Proof of property ownership (if available) such as a copy of the landowner’s deed or a county property tax bill.
 - c. An 8.5 by 11 inch copy of the lot owner’s survey showing the landowner’s property and the District’s property, easements, conservation areas or wetland buffer areas.
 - d. An 8.5 by 11 inch copy of the plans or drawings for the proposed encroachment.
 - e. The District Manager will forward the request to the District Engineer and District Counsel for their review and recommendations as needed. If the landowner must cross other District property to install the Improvements (as defined in the Easement Encroachment Agreement), a Temporary Construction License Agreement may also be required by the District.

- f. District staff shall recommend to the Board the approval or denial of the request.
4. The Board shall review the recommendations of District staff at a meeting of the Board. After its review of the staff recommendations, the Board, in its sole discretion, shall approve or deny the landowner's request. If the Board approves the Agreement, the District will record the Agreement in the public records of Hillsborough County, Florida.
5. Upon Board approval of an encroachment, the Agreement must be signed by the landowner and the District. The landowner may not commence the construction of the encroachment until the Agreement has been fully executed by the landowner and the District and recorded in the public records of Hillsborough County.
6. The landowner must comply with the declaration of restrictive covenants, conditions and restrictions of the HOA, and any and all applicable local, state, and Federal permits, rules, and regulations during the term of the Agreement.
7. The landowner is responsible for paying any fees or fines pursuant to any local, state, or Federal rules or regulations resulting from the encroachment.
8. At any time after the approval of the Agreement, the District may terminate the Agreement for cause with thirty (30) days written notice to the landowner's mailing address on file with the Property Appraiser's Office. If the District terminates the Agreement, the District may file a notice of termination of the Agreement in the public records of the county.
9. The District reserves the right to immediately remove any encroachment because of an emergency situation such as an emergency erosion repair or a broken drainage structure. In the event of an emergency removal, the District is not responsible for any costs associated with the repair or replacement of the encroachment and any such costs shall be the sole responsibility of the landowner. Other governmental agencies such as the state of Florida, SWFWMD or Hillsborough County may require the removal of an encroachment. The District is not responsible for any costs associated with the removal of the encroachments by those agencies.
10. Except for emergency situations requiring immediate removal, if the Agreement is terminated, the landowner must remove the encroachment at the landowner's expense within thirty (30) days. If the landowner does not remove the encroachment within thirty (30) days, the District may remove the encroachment at the landowner's expense.

Policy Adoption Date: August 11, 2020

EXHIBIT 3.



WATERLEAF

Boardwalk Reconstruction

Requested Proposals



2 QUOTES RECEIVED



ABSOLUTE OUTDOORS

\$76,100

DOWN TO EARTH

\$72,113.44

Absolute Outdoors Details:

Walkway #1



1. Remove existing wood decking
2. Install galvanized supports to the horizontal support beams
3. Under larger rectangular area of the bridge add horizontal support beams where missing
4. Install composite material tread deck on the walkway area over existing deck structures
5. Install new bottom rail to the existing rail assembly
6. Repair existing top rail – remove rotted wood (reuse any good wood), any not able to be replaced with existing wood will get new material; ensure all are secured with screws
7. New wood will be stained – will not take place at time of install. Cost includes remobilization
8. All will be fastened with exterior grade decking screws appropriate for that material
9. Repair the erosion around the walkway
10. Install Rip Rap along the retaining wall for extra support

Absolute Outdoors Details:

Walkway #2

1. Remove existing wood decking and bottom handrail
2. Remove joint structure - 1st and last 15 LF (+ or -) of walkway. Reframe these 2 approach sections in similar fashion of existing structure
3. Remove existing wood decking and bottom horizontal rail of handrail
4. Remove joist structure of approach sections (The 1st and last 15 LF (+ or -) of walkway). Reframe these 2 approach sections in similar fashion of existing structure, except they would be lengthened to raise their overall elevations above existing grade. (This in an effort to keep structural elements out of the dirt and water)
5. Repair existing top rail – remove rotted wood (reuse any good wood), any not able to be replaced with existing wood will get new material; ensure all are secured with screws
6. New wood will be stained – will not take place at time of install. Cost includes remobilization
7. Install composite material tread deck on the walkway area over existing deck structures
8. All will be fastened with exterior grade decking screws appropriate for that material

Absolute Outdoors Details:

Walkway #3

1. Reframe both approach sections in similar fashion of existing structure, except they would be lengthened to raise their overall elevations above existing grade. This in an effort to keep structural elements out of the dirt and water
2. Install new tread decking direct ground contact PT deck boards, over existing joist structure
3. Install new bottom rail to existing railing assembly
4. Repair existing top rail – remove rotted wood (reuse any good wood), any not able to be replaced with existing wood will get new material; ensure all are secured with screws
5. New wood will be stained – will not take place at time of install. Cost includes remobilization
6. Install composite material tread deck on the walkway area over existing deck structures
7. All will be fastened with exterior grade decking screws appropriate for that material

Notes of Interest

- The composite decking is a longevity consideration, additional joist will need to be added.
- Per manufacturers specifications and stated warranties, the joist structure below 1" composite decking shall not be less than 16" O.C. That would mean, in most cases, 3 added joists would need to be installed over the entire length of all walkways, considering the existing structure is framed 24" O.C.
- To add the composite decking, it is an extra \$7800, which was included in the overall total price on Slide 1.
- This additional cost covers:
 - Labor and Materials for 3 added horizontal joists across the entire length of walkways.
 - Full composite 1x6 Trex decking material in lieu of #2 or better SYP specified in all scopes above.



Down to Earth Details:

1. Perform work at all three bridges along the walking path
2. Each bridge has majority of the same issues
3. Top decking is rotting out and warping along with side railings
4. These will be replaced
5. Bridge 1 also needs anchor bolts to support the overall structure instead of nails
6. Bridges 2-3 will need stringers removed and replaced
7. All bridges will have decking replaced with composite material to prevent rotting

Recommendation:

*Utilizing funds in the reserves, as recommended in the Reserve Study, have the District Attorney draft an agreement with **Absolute Outdoors** to begin work to reconstruct the three bridges in the amount of **\$76,100**.*

Project will begin in FY 21 to coincide with the reserve fund availability.

EXHIBIT 4.

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT



**Proposed Operating Budget
October 1, 2020 – September 30, 2021**

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

BUDGET DEVELOPMENT:

FLORIDA STATUTE 189.418:

The total amount available from taxation and other sources, including balances brought forward for prior fiscal years, must equal the total of appropriations for expenditures and reserves.

(A Balanced Budget)

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

BOARD BUDGET DEVELOPMENT:

1. Review of Actual Expenditures of Prior Fiscal Years
2. Review of Contracts and Service Level Provided
3. Consideration of Future Service Needs

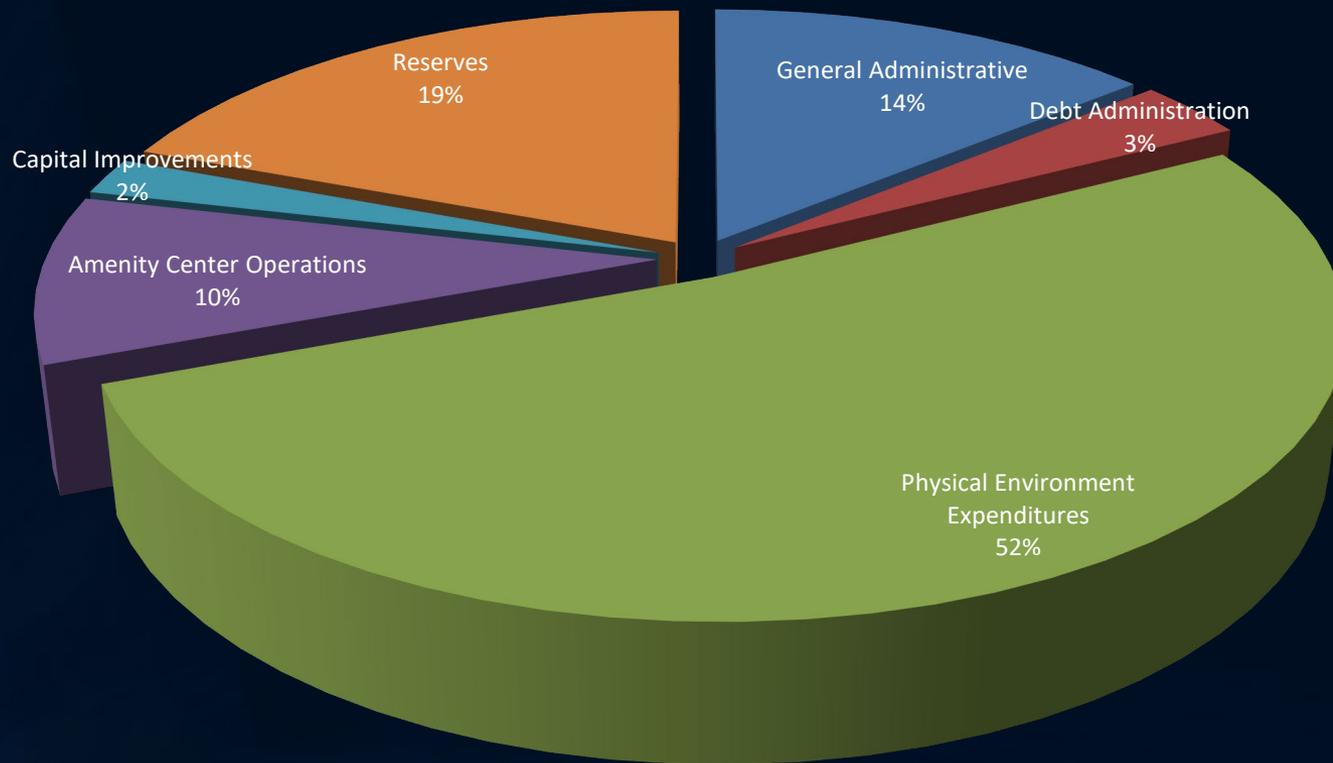
WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

FY 2021 O&M Gross Assessments Allocation

Lot Width	Units	Proposed FY 2021 Gross Assmt./Unit	FY 2020 Gross Assmt./Unit	Increase over FY 2020	Monthly Increase
50'	317	\$1,423	\$1,158	\$264.98	\$22.08
60'	169	\$1,707	\$1,389	\$317.98	\$26.50
70'	138	\$1,992	\$1,621	\$370.98	\$30.92
Total	624				

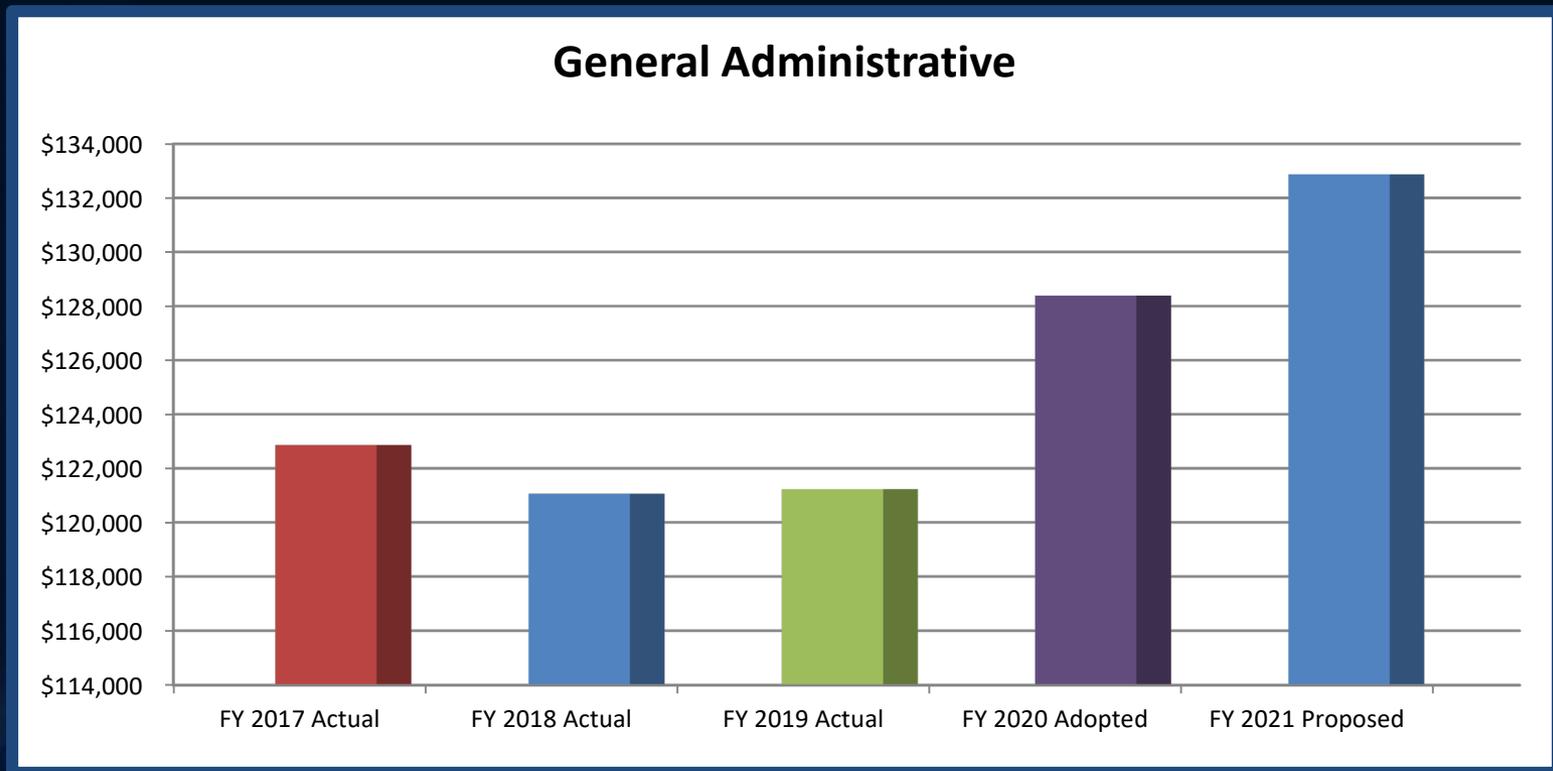
WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

FY 2021 Expenditure Summary: \$953,514



WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

General Administrative: \$132,873



WATERLEAF

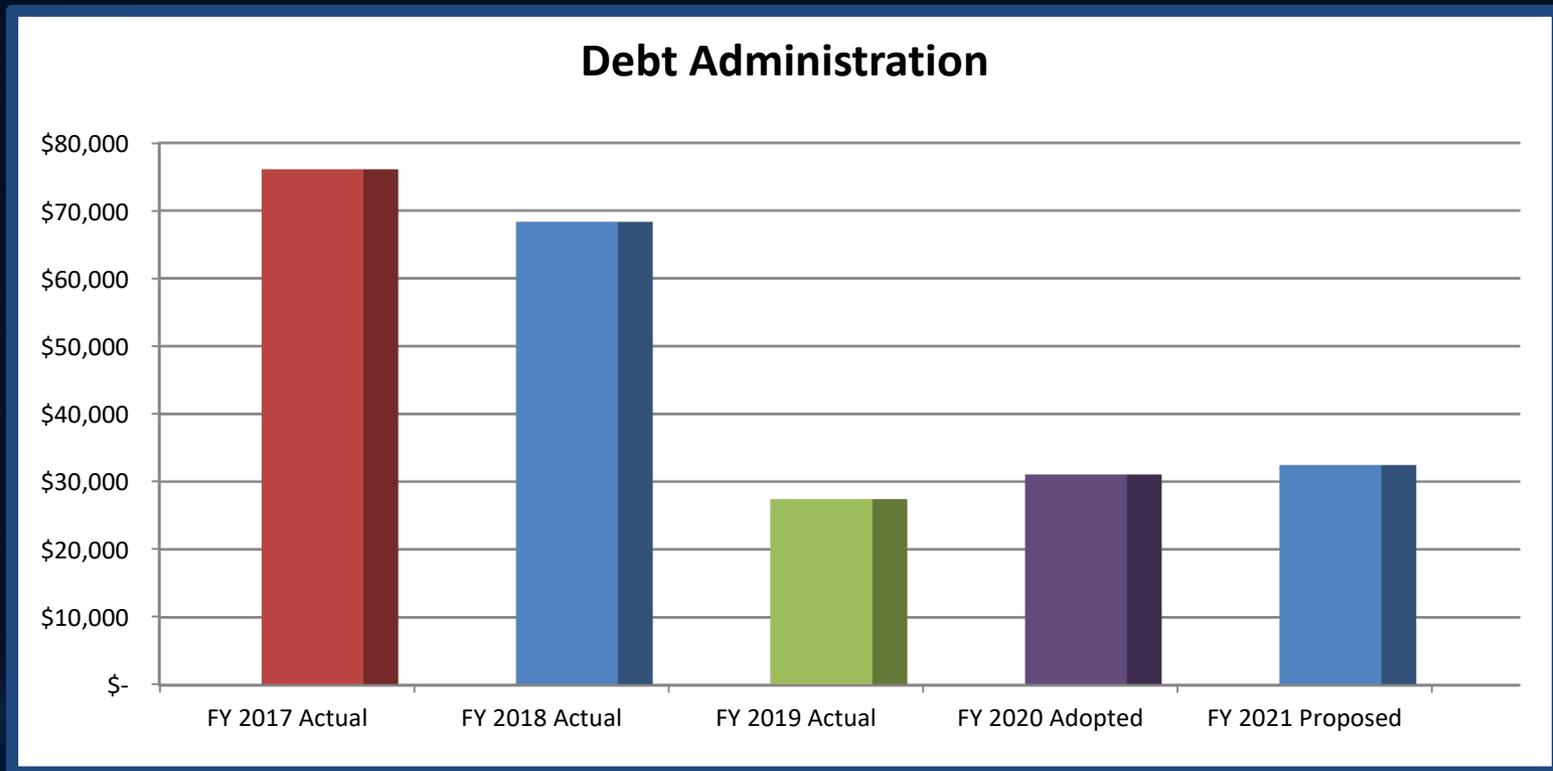
COMMUNITY DEVELOPMENT DISTRICT

General Administrative: 14%, Increase of \$4,485

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD March 31, 2020	FY 2021 Proposed	Variance FY 2020 to FY 2021
ADMINISTRATIVE							
SUPERVISORS COMPENSATION	\$ 5,600	\$ 4,200	\$ 3,600	\$ 12,000	\$ 1,600	\$ 12,000	\$ -
PAYROLL TAXES	428	321	275	918	122	918	-
PAYROLL SERVICES	325	394	418	650	98	650	-
MEETING ROOM RENTAL	25	6	52	300	13	900	600
MANAGEMENT CONSULTING SERVICES	24,000	27,996	27,996	28,000	13,998	28,000	-
CONSTRUCTION ACCOUNTING SERVICES	9,000	2,500	3,600	2,250	2,250	1,500	(750)
PLANNING, COORDINATING & CONTRACT SRVCS.	36,000	36,000	36,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	3,600	3,600	3,600	3,600	1,800	3,600	-
BANK FEES	100	298	261	225	-	225	-
MISCELLANEOUS	-	711	779	500	-	300	(200)
AUDITING SERVICES	2,350	2,400	2,500	4,200	-	2,700	(1,500)
SUPERVISOR TRAVEL PER DIEM	40	14	32	250	30	100	(150)
MASS MAILING	422	-	-	-	-	-	-
INSURANCE	17,803	23,537	22,476	22,055	15,452	24,155	2,100
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	2,573	1,250	4,769	1,500	1,230	1,500	-
ENGINEERING SERVICES	7,011	4,131	4,825	6,500	3,342	6,500	-
LEGAL SERVICES	7,672	7,788	7,019	7,000	4,842	12,000	5,000
PERFORMANCE & WARRANTY BOND	5,000	5,000	-	-	-	-	-
WEBSITE HOSTING	737	738	2,853	2,265	646	1,650	(615)
TOTAL ADMINISTRATIVE	\$ 122,862	\$ 121,059	\$ 121,231	\$ 128,388	\$ 63,598	\$ 132,873	\$ 4,485

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Debt Administration: \$32,450



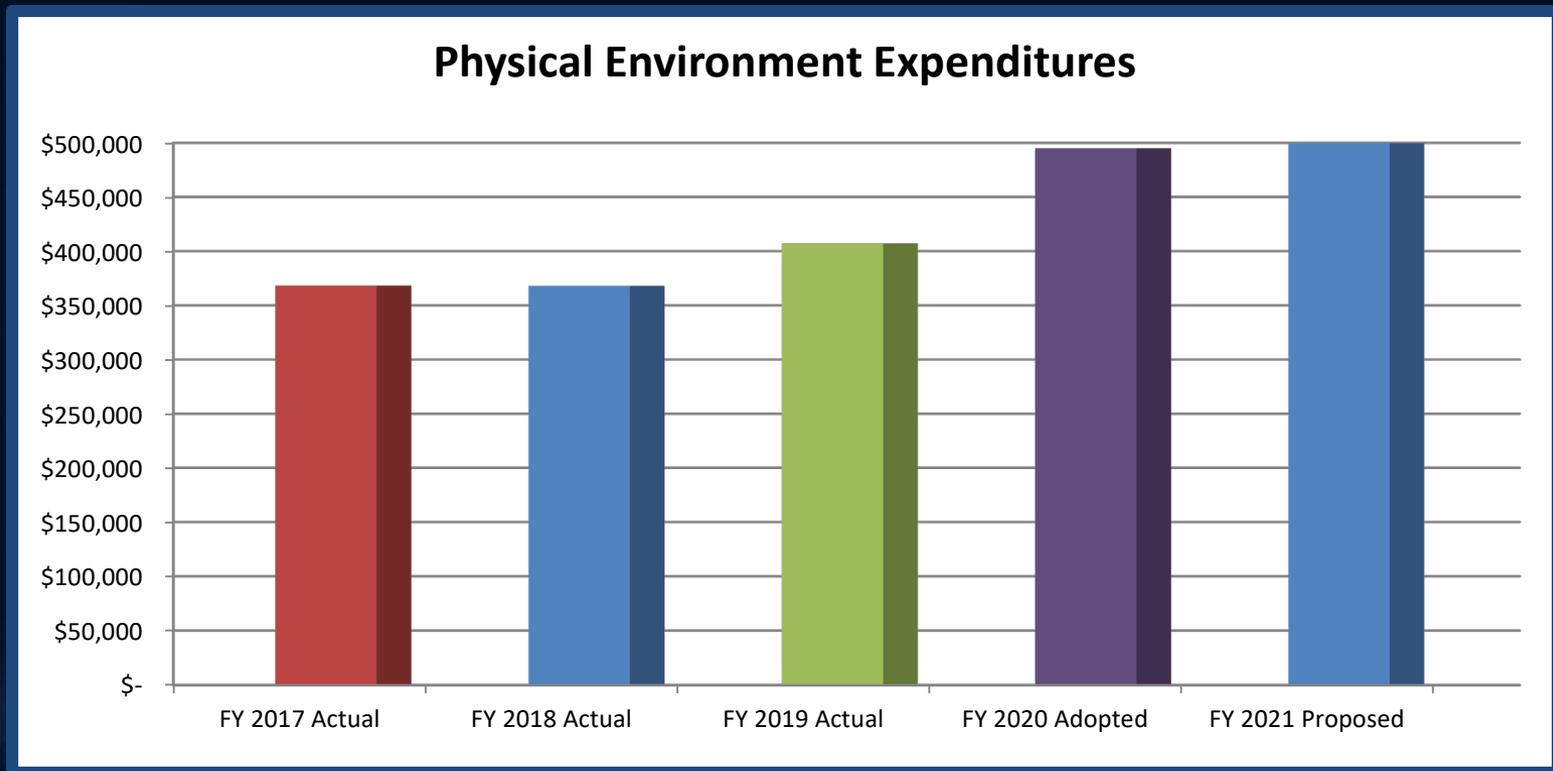
WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Debt Administration: 3%, Increase of \$1,394

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD March 31, 2020	FY 2021 Proposed	Variance FY 2020 to FY 2021
DEBT ADMINISTRATION							
DISSEMINATION AGENT	\$ 7,000	\$ 8,000	\$ 8,000	\$ 6,000	\$ -	\$ 6,000	\$ -
TRUSTEE FEES	12,661	24,782	15,166	18,856	17,428	21,550	2,694
TRUST FUND ACCOUNTING	3,600	3,600	3,600	3,600	1,800	3,600	-
ARBITRAGE	650	1,950	650	2,600	650	1,300	(1,300)
DEFICIT BUDGET FUNDING	52,183	30,000	-	-	-	-	-
TOTAL DEBT ADMINISTRATION:	\$ 76,094	\$ 68,332	\$ 27,416	\$ 31,056	\$ 19,878	\$ 32,450	\$ 1,394

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Physical Environment: \$499,668



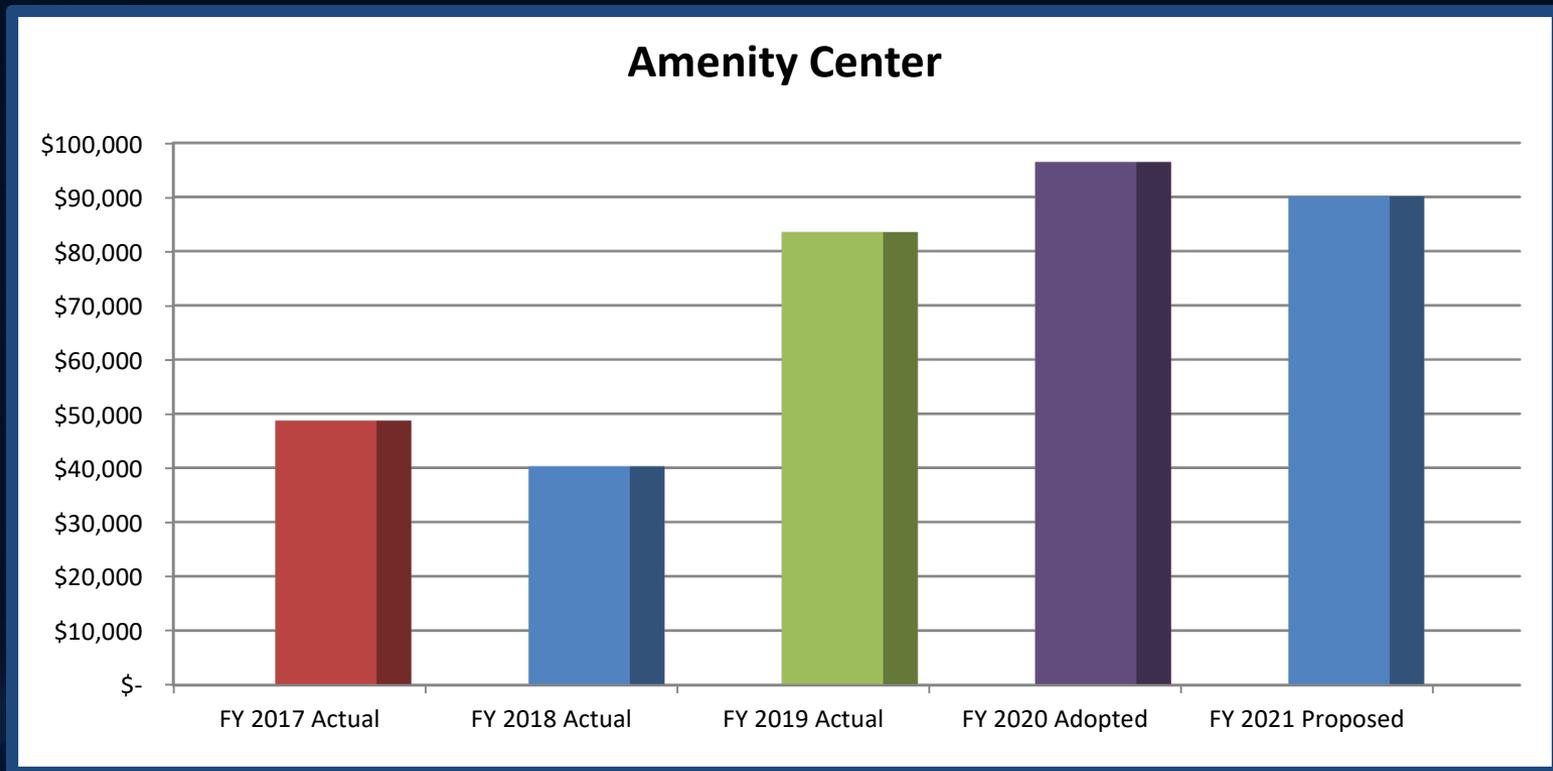
WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Physical Environment: 52%, Increase of \$4,664

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD March 31, 2020	FY 2021 Proposed	Variance FY 2020 to FY 2021
PHYSICAL ENVIRONMENT							
STREETPOLE LIGHTING	\$ 55,039	\$ 60,930	\$ 72,668	\$ 103,680	\$ 37,324	\$ 100,800	\$ (2,880)
ELECTRICITY (IRRIGATION & POND PUMPS)	8,306	8,365	\$ 10,962	15,000	4,036	9,600	(5,400)
LANDSCAPING MAINTENANCE	192,581	224,026	225,522	260,000	122,030	244,680	(15,320)
LANDSCAPE REPLINISHMENT	28,439	7,408	15,885	10,000	1,379	10,000	-
IRRIGATION MAINTENANCE	4,624	296	5,465	10,000	1,884	7,500	(2,500)
LANDSCAPE MAINTENANCE - Final PHASE	-	-	-	-	-	-	-
RETENTION POND MOWING	1,350	-	-	-	-	-	-
MITIGATION MONITORING & MAINTENANCE	2,540	460	700	3,240	-	-	(3,240)
PET WASTE REMOVAL	3,071	2,232	3,401	5,120	1,700	5,300	180
PAVEMENT REPAIRS	5,425	-	-	-	-	-	-
SIGNAGE	-	-	5,824	-	-	-	-
SECURITY PATROL	6,248	2,807	-	1,000	-	42,292	41,292
WILDLIFE REMOVAL	-	-	-	-	-	5,100	5,100
STORMWATER DRAIN & MAINTNANCE	-	-	-	-	-	-	-
POND MAINTENANCE	14,351	14,638	19,666	18,568	7,434	25,000	6,432
NPDES	-	-	-	-	-	-	-
GATE & FOUNTAIN MAINTENANCE	5,477	4,503	9,959	12,000	2,527	8,250	(3,750)
POND EROSION	-	-	-	5,000	-	5,000	-
HARDSCAPE MAINTENANCE	-	-	-	18,000	2,650	7,500	(10,500)
COMPREHENSIVE FIELD TECH SERVICES	-	5,068	21,887	13,896	6,948	13,896	-
FIELD SERVICE TECH	15,301	19,877	-	-	-	-	-
FIELD TECH TRAVEL	2,299	1,655	-	-	-	-	-
SECURITY KEY FOBS & ACCESS CARDS	11,496	8,922	9,618	10,000	-	1,500	(8,500)
HOLIDAY DECORATIONS	-	4,998	4,998	7,000	4,514	10,000	3,000
CONTINGENCY	11,700	1,855	616	2,500	2,416	3,250	750
TOTAL PHYSICAL ENVIRONMENT	\$ 368,246	\$ 368,040	\$ 407,171	\$ 495,004	\$ 194,842	\$ 499,668	\$ 4,664

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Amenity Center Operations: \$90,123



WATERLEAF

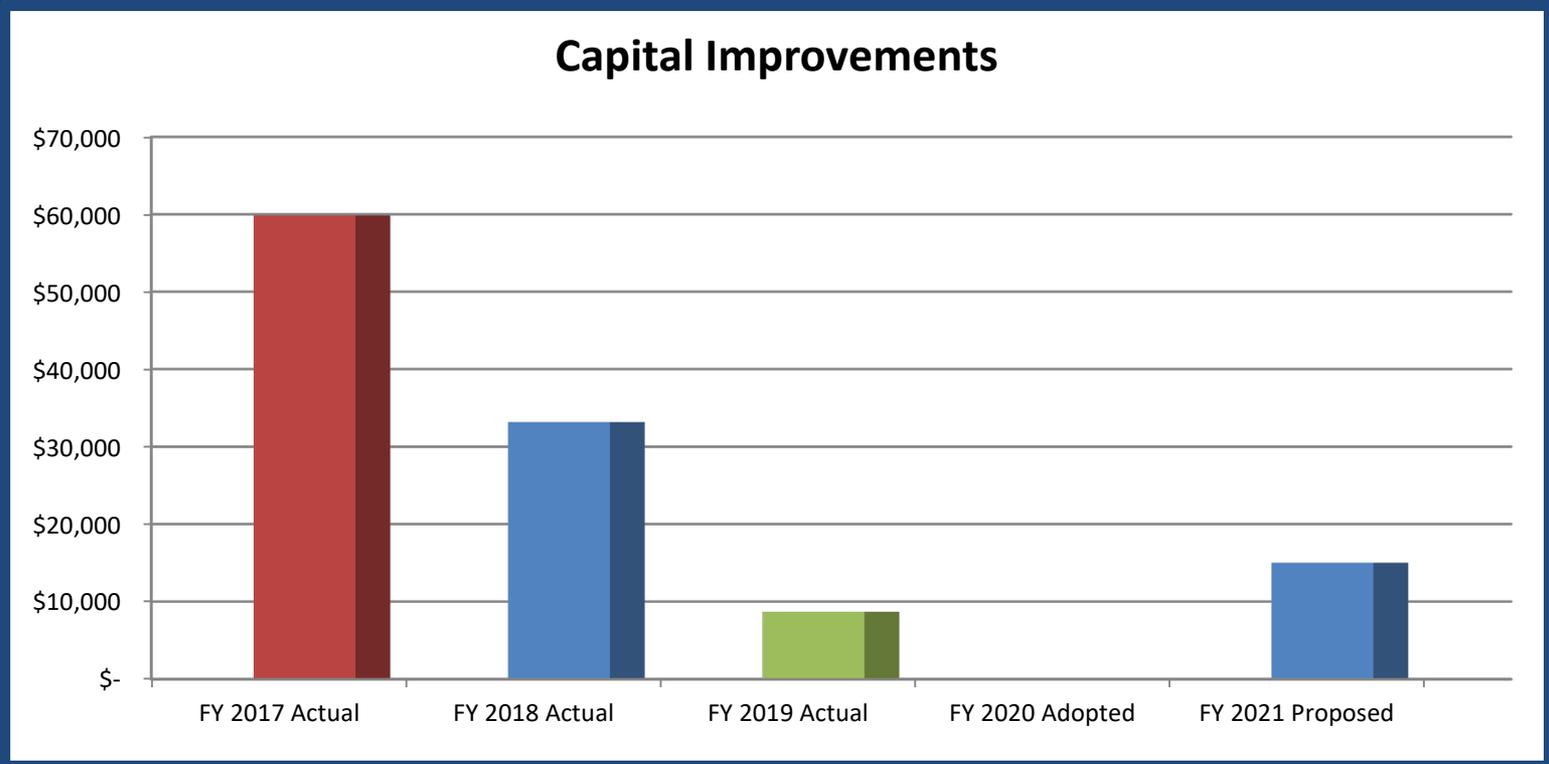
COMMUNITY DEVELOPMENT DISTRICT

Amenity Center Operations: 10%, Decrease of \$6,350

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD March 31, 2020	FY 2021 Proposed	Variance FY 2020 to FY 2021
AMENITY CENTER OPERATIONS							
POOL SERVICE CONTRACT	\$ 14,500	\$ 12,700	\$ 17,600	\$ 18,000	\$ 10,500	\$ 18,000	\$ -
POOL MAINTENANCE AND REPAIRS	3,850	146	5,068	3,500	-	3,500	-
POOL PERMIT	275	275	275	275	-	275	-
AMENITY MANAGEMENT	-	3,000	3,000	7,000	1,833	7,000	-
SECURITY MONITORING	3,600	3,950	3,600	3,600	1,800	3,600	-
AMENITY CENTER POWER WASH	5,125	3,000	5,417	5,250	4,000	8,040	2,790
AMENITY CENTER CLEANING & MAINT	4,600	2,700	8,850	11,760	5,700	15,520	3,760
AMENITY CENTER INTERNET	2,838	3,038	3,216	3,060	1,730	3,060	-
AMENITY CENTER ELECTRICITY	5,798	5,815	6,627	7,000	2,505	7,000	-
AMENITY CENTER WATER	1,294	1,593	2,827	2,400	797	3,000	600
AMENITY CENTER PEST CONTROL	636	828	1,440	1,440	720	1,440	-
REFUSE SERVICE	-	-	2,684	3,688	2,171	3,688	-
LANDSCAPE MAINTENANCE - infill	-	-	6,725	10,000	-	5,000	(5,000)
MISC.REPAIRS & MAINT.	6,217	3,262	15,439	15,000	3,564	10,000	(5,000)
WATER FEATURE MAINTENANCE	-	-	-	-	-	-	-
RESERVE STUDY	-	-	-	3,500	-	-	(3,500)
CONTINGENCY	-	-	759	1,000	332	1,000	-
TOTAL AMENITY CENTER OPERATIONS	\$ 48,732	\$ 40,307	\$ 83,526	\$ 96,473	\$ 35,653	\$ 90,123	\$ (6,350)

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Capital Improvements: \$15,000



WATERLEAF

COMMUNITY DEVELOPMENT DISTRICT

Capital Improvements: 2%, Increase of \$15,000

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD March 31, 2020	FY 2021 Proposed	Variance FY 2020 to FY 2021
AMENITY CENTER IMPROVEMENTS							
AMENITY CENTER IMPROVEMENTS	\$ 40,937	\$ -	\$ 8,685	\$ -	\$ -	\$ -	\$ -
OTHER CAPITAL IMPROVEMENTS	18,900	33,163	-	-	-	15,000	15,000
TOTAL AMENITY CENTER IMPROVEMENTS	\$ 59,837	\$ 33,163	\$ 8,685	\$ -	\$ -	\$ 15,000	\$ 15,000

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Reserves: 19%, Increase of \$158,400

	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Adopted	FY 2020 YTD March 31, 2020	FY 2021 Proposed	Variance FY 2020 to FY 2021
RESERVES							
OPERATING RESERVE INCREASE	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -
CAPITAL RESERVE FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158,400	\$ 158,400
TOTAL RESERVES	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 183,400	\$ 158,400

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Increased Budget of \$177,593

Why is the Money Spent? Chain of Results.

Item #	\$ Input	Project	Output	Target	Impact
1	\$4,485	Administrative costs	Increased insurance of \$2,100 due to more property and \$5,000 more for legal services	Community-wide	Insure all property Have funds for legal questions as become a resident driven Board
2	\$42,292	Security Patrol	Have funds to allow for 7hours/day 7days/week security patrol	Community-wide	Have patrols to assist with amenity being used by residents; Can roam property to deter potential crime
3	\$25,000	Pond Maintenance	Increase pond maintenance beyond standard program	Community-wide	Improve pond water quality so ponds become more of a community aesthetic
4	\$15,000	Other Capital Improvements	Repair severely damaged sidewalks and trip hazards; add ramps for ADA compliance after assessment completion	Community-wide	Alleviate potential trip hazards. Enhances community walkability for all residents
5	\$158,400	Create Capital Reserves	Start Capital Reserve Fund for community based on Reserve Study	Community-wide	Alleviate potential large assessments to cover capital repairs/replacements in the future

WATERLEAF COMMUNITY DEVELOPMENT DISTRICT

Review of Budget – Bob Neal

Vendor	Expenses	% of Total	Running \$	Running %
Brightview	\$ 262,180	34.0%	\$ 262,180	34.0%
LANDSCAPING MAINTENANCE	\$ 244,680	31.8%	\$ 244,680	100.0%
LANDSCAPE REPLINISHMENT	\$ 10,000	1.3%	\$ 10,000	100.0%
IRRIGATION MAINTENANCE	\$ 7,500	1.0%	\$ 7,500	100.0%
Teco	\$ 117,400	15.2%	\$ 379,580	49.3%
STREETPOLE LIGHTING	\$ 100,800	13.1%	\$ 100,800	100.0%
ELECTRICITY (IRRIGATION & POND PUMPS)	\$ 9,600	1.2%	\$ 9,600	100.0%
AMENITY CENTER ELECTRICITY	\$ 7,000	0.9%	\$ 7,000	100.0%
DPFG	\$ 93,596	12.2%	\$ 473,176	61.4%
PLANNING, COORDINATING & CONTRACT SRVCS.	\$ 36,000	4.7%	\$ 36,000	100.0%
MANAGEMENT CONSULTING SERVICES	\$ 28,000	3.6%	\$ 28,000	100.0%
COMPREHENSIVE FIELD TECH SERVICES	\$ 13,896	1.8%	\$ 13,896	100.0%
AMENITY MANAGEMENT	\$ 7,000	0.9%	\$ 7,000	100.0%
TRUST FUND ACCOUNTING	\$ 3,600	0.5%	\$ 3,600	100.0%
ADMINISTRATIVE SERVICES	\$ 3,600	0.5%	\$ 3,600	100.0%
CONSTRUCTION ACCOUNTING SERVICES	\$ 1,500	0.2%	\$ 1,500	100.0%
H2 Pools	\$ 45,060	5.9%	\$ 518,236	67.3%
POOL SERVICE CONTRACT	\$ 18,000	2.3%	\$ 18,000	100.0%
AMENITY CENTER CLEANING & MAINT	\$ 15,520	2.0%	\$ 15,520	100.0%
AMENITY CENTER POWER WASH	\$ 8,040	1.0%	\$ 8,040	100.0%
POOL MAINTENANCE AND REPAIRS	\$ 3,500	0.5%	\$ 3,500	100.0%
Security Services	\$ 42,292	5.5%	\$ 560,528	72.8%
SECURITY PATROL	\$ 42,292	5.5%	\$ 42,292	100.0%
EGIS	\$ 24,155	3.1%	\$ 584,683	75.9%
INSURANCE	\$ 24,155	3.1%	\$ 24,155	100.0%
US Bank	\$ 21,550	2.8%	\$ 606,233	78.7%
TRUSTEE FEES	\$ 21,550	2.8%	\$ 21,550	100.0%
TBD - Capital Imp	\$ 20,000	2.6%	\$ 626,233	81.3%
OTHER CAPITAL IMPROVEMENTS	\$ 20,000	2.6%	\$ 20,000	100.0%

- QUESTIONS?

EXHIBIT 5.

Waterleaf Status Report:

Landscape Lights

This work has been completed

Bridge Reconstruction

We received two quotes. Presentation is planned for the July 14 meeting.

Fitness Equipment

This was completed the week of June 29th.

Fountain Saturation

Waiting on a part, but H2 is repairing. This is over splash. They are going to build a small ledge closet to the road to contain the over splash. It will not stop all of it, but it will reduce it.

Dumpster damage

No report of damage from the company, getting cost to repair

Pedestrian Gate

Gate Pros came out and fixed this

Branch of tree by pergola near the pool pump

Kelly had them trim the branches the same day the request was made as the landscapers were onsite. We will have the roof area pressure washed

Security Guard

I spoke with the security company and they assigned Dakota back to us in Waterleaf. Unfortunately, Dakota became sick on June 25th and had to leave. But, the supervisors had a clear discussion with the replacement before he arrived June 26. I have not had any complaints in the last few weeks on this.

Unauthorized groups at the pool

I issued an official letter to the taekwondo school July 7, 2020 requesting this cease.

Mustang Parked at Amenity Center

Had the tow company tag it and they will remove it if not moved by the owner.

Landscaping/Mowing of Ponds

The landscaper was denied access to the area by a homeowner. Issue was resolved by removing a lock off the main road and replacing with a new lock that can now be accessed by the landscapers. This area was mowed on July 6.

Maple Trees Around the Pond

I have contacted Brightview about the condition of the Maple Trees.

Pool Lift Chair

Installed 7/9/20

Landscaping of Amenity Center

All American was given a purchase order to start this work.

Waterleaf Amenity Gate - Exit Not Working

GatePros was onsite on 7/7/20 and repaired the exit button on the back gate by the pool. The button came apart and was not functioning. They snapped the button back together and tested it and found no issues.

Pond #1 – Algae issues

On 7/6 Solitude reported they would be out to address the algae bloom immediately.

Hog - Trapping

Accounts Payable will be billing the HOA for these services. HOA was notified this was coming.

Pond Proposals:

As this is an important issue for the community and it appears there is consensus to do more than the standard maintenance for the ponds in Waterleaf. So we have invited three of the pond firms to meet with Bob and Ms. Davies onsite and have each firm provide a custom proposal to address the concerns.

Questions about PO's at last meeting:

1. OM-WL-DPFG-115: Why are there two PO's for pressure washing the exterior wall? This one for \$2,100 February and another for \$2,300 in March OM-WL-DPFG-122? Just one invoice, right?
Two separate areas, two separate bills.
2. OM-WL-DPFG-117: Irrigation break at new sidewalk install? \$1,087.34. **In the process of reviewing this to see if it can be reimbursed to the CDD**
3. Powder Coated Signs – Sign Solutions - **In the process of reviewing this to see if it can be reimbursed to the CDD.**
4. OM-WL-DPFG-118: Can you provide an explanation as to why this work was required? \$796.55
Broken PVC main line underground.
5. OM-WL-DPFG-119: Bill for Trapper is paid by HOA, why is this for CDD approval? \$1,700 **Paul was asked to get the trapper in place and signed the contract. If the HOA was to reimburse the CDD, the team was not informed of that. We've asked our accounting team to invoice the HOA.**
6. OM-WL-DPFG-121: Invoice from GameTime for equipment pads are included twice, two different OM's but same invoice #, this and OM-WL-DPFG-129. \$526.00 Please confirm these were not paid twice. Also, based on the invoice this was provided at the end of March, when will these be installed? **One invoice, paid once.**
7. OM-WL-DPFG-131 is for junk removal which I believe is from the dumpster. The name and address of the homeowner responsible was given to Tonya. Is this being charged to the homeowner? **We have engaged the attorney for this process and a letter was sent to the homeowner. Draft letter provided to board members.**
8. I had asked a question based on the check register regarding Gate Pro's expense of \$1,500 (4/16). Unless I overlooked something, I only see PO's totaling \$500, however one of those PO's (#113) was paid in March (Check #3497). Please provide explanation/invoices for the \$1,500 paid to Gate Pros. **Mr. Neal was provided the invoice for this work by Mr. Joines and indicated he this question was satisfied.**
9. I also had a question from the check register review for Stantec Services. I do not see a PO for this. Please provide. **District Engineer and District Attorney do not have POs, we just pay off of invoices received.**