

*Peace Creek
Community Development District*

Meeting Agenda

March 12, 2024

AGENDA

Peace Creek

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

March 5, 2024

Board of Supervisors Meeting Peace Creek Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Peace Creek Community Development District** will be held on **Tuesday, March 12, 2024, at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.**

Zoom Video Link: <https://us06web.zoom.us/j/87130679059>

Call-In Information: 1-646-876-9923

Meeting ID: 871 3067 9059

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 13, 2024 Board of Supervisors Meeting
4. Public Hearing
 - A. Public Hearing on the Adoption of Amenity Policies and Rates for the District
 - i. Consideration of Resolution 2024-02 Adopting Amenity Policies and Rates for the District
5. Consideration of Disclosure of Public Financing
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Discing of Phase 3 Ponds
 - ii. Consideration of Proposal to Add Phase 3 Landscaping Services to Contract
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - E. Project Development Update
 - i. Status of Property Conveyance
 - ii. Status of Permit Transfers
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Peace Creek Community Development District was held on Tuesday, **February 13, 2024** at 10:30 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida and via Zoom Webinar.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chair
Steve Greene	Assistant Secretary
Kayla Word	Assistant Secretary

Also, present were:

Tricia Adams	District Manager, GMS
Jill Burns <i>by Zoom</i>	District Manager, GMS
Grace Kobitter	District Counsel, KVV Law Group
Bryan Hunter	District Engineer, Hunter Engineering
Allen Bailey	Field Services Manager, GMS
Michelle Dudley	Lennar

The following is a summary of the discussions and actions taken at the February 13, 2024 Peace Creek Community Development District's regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 10:31 a.m. Four Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public members present nor any members of the public joining via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the October 10, 2023
Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, or corrections to the October 10, 2023 Board of Supervisor's meeting minutes.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Minutes of the October 10, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2024-01
Ratifying the Publishing of Advertisements
Setting the Public Hearing on Amenity
Policies and Rates**

Ms. Adams stated that this is to notice and set a public hearing to adopt amenity policies and rates. The resolution identifies March 12, 2024 the regular Board meeting as the rule hearing. This is an opportunity for Board members to review the proposed amenity policies. The draft of the amenity policy rules and rates is in the agenda packet on page 13. These can be amended all the way up through your rule hearing and adoption. Ms. Adams asked the Chairman if he wanted to go through any of these. She noted these are set up based on the best practices for other CDD's in Central Florida. Mr. Morgan noted it looks pretty standard.

Ms. Dudley asked how the District enforces only four guests and things like that. Ms. Adams noted there is an access control system installed at the pools which is monitored and each user has an independent card to get in. They do recommend during peak pool hours to stock the pool with security. She noted on page 31 of the agenda is the proposed amenity rates. Mr. Morgan asked if they have to allow nonresidents to use it. Ms. Kobitter stated it is required they set this rate so that people who are not residents of the District are able to use the public improvements and amenities. Mr. Morgan asked how that works in a gated community. Ms. Adams noted they hand out brochures regarding public access user fees. Once the public sees the annual user fee, it is sometimes a deterrent because they have other commercial options that are less expensive. Ms. Dudley asked if the rate varies. Ms. Adams noted that was established to give the Board some flexibility and the rates will be confirmed at the rule hearing in March.

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, Resolution 2024-01 Ratifying the Publishing of Advertisements and Setting the Public Hearing on Amenity Policies and Rates, was approved.

FIFTH ORDER OF BUSINESS**Consideration of 2024 Non-Ad Valorem
Contract Agreement with Polk County
Property Appraiser**

Ms. Adams noted this is an agreement between Peace Creek CDD and the Polk County Property Appraisers office in order to get the CDD fees in the non-ad valorem section of the tax bill. There are some important dates that the assessment team is aware of. It is an annual agreement.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser, was approved.

SIXTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Kobitter reminded the Supervisors of the four hours of ethics training annually. The deadline to achieve that requirement is December 31, 2024. She noted her office sent out a memo that had a link to the Florida Commission on Ethics that has training videos that are available. She asked for any questions. Mr. Morgan noted he received an email from the Florida Commission on Ethics that wanted him to register and to fill out Form 1. He thought Form 1 had to be sent to the county a person lived in and not state. Ms. Kobitter noted that is another change and now Form 1 will be filed electronically with the Commission on Ethics.

Ms. Kobitter noted the only other update is that she has been working with Bryan tracking the completion of the remaining Phase 3 improvements. Once they get the okay from him, they will have that acquisition package prepared and ready for the Board to review and approve to have the rest of those improvements conveyed.

B. Engineer

Mr. Hunter noted the Board may be interested in the status of the project closeouts. The closeouts were structured to be two separate closeouts for Phase 1 and Phase 2. This is a reminder that they are all closed out with the city. He noted they are still waiting on final closeout on Phase 1 and 2 with Polk County. There were some contractor mistakes that they have been negotiating. A couple of repairs have been made and even a bond was required as a means of mitigating a dispute over. Mr. Hunter noted the big item was a section of a turn lane in Phase 2 that was paved and they say the asphalt went down too thick. The remedy there instead of removing all of the

asphalt that is very thick and stable, they agreed to accept a bond for two years. That has to come from the developer which was the problem because it is not the developer's issue but the contractor's issue. They worked that out.

Mr. Bonin asked if CenterState is posting that bond. Mr. Hunter noted he doesn't know the details of that arrangement but they are posting it to make it all go through. Mr. Morgan noted he has never heard of a problem with asphalt being too thick. Mr. Hunter noted there was another minor issue north of the roundabout which has been fixed and waiting on a couple of as-built shots and that should take care of that. The big hold up shifting to Phase 3 was the lift station startup. The holdup was due to getting power to the whole site. He noted startup was a week ago but there was a faulty transformer. They replaced it within a couple of days and that lift station startup is scheduled for next Wednesday the 21st. There are some minor as-built deviations that are being worked on. Once lift station startup is complete assuming all goes well then, they will continue submitting closeout documents to both the city and Polk County. They have requested final walkthrough with Polk County on off-site but have yet to receive a date.

Ms. Adams noted a lot of the field issues that will be presented today are related to the emanant opening of the amenity center. She noted they would like to have the amenity center open by Spring Break with March 5 being discussed. Mr. Morgan stated it looks ready. Ms. Adams noted temporary signage has been installed by the amenity center promoting to property owners and residents that the amenity center will be opening and they will insert March 5th to allow residents to contact the office for amenity access cards.

Ms. Adams stated there are a lot of agenda items for Board action. These are all items that have been accounted for in the annual budget.

C. Field Manager's Report

Mr. Bailey presented the Field Manager's report. The boulders at the entrance of Phase 1 have been installed. They hope these will prevent cars from parking along the road while waiting for students from the nearby school. Leaning signage in Phase 1 & 2 have been straightened. The amenity is ready to go. The access system and internet have been installed. The playground builder has addressed all punch items brought to them and ready to go. The ponds have been disced making sure to keep vegetation off the bottoms.

i. Consideration of Landscape Services Addendum to Add Amenity Center to Current Contract with Prince and Sons, Inc.

Mr. Bailey noted Prince and Sons amended the current contract to add the Amenity Center. This would cost \$1,507 monthly totaling \$18,080 yearly. Mr. Bonin asked if the amenity was included in the initial proposal from them. Mr. Bailey stated no because it was not complete. Mr. Bonin asked the price tag? Mr. Adams answered \$1,507. Ms. Adams noted on page 44 is a summary of the proposals being presented.

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, the Landscape Services Addendum to Add Amenity Center to Current Contract with Prince & Sons, Inc., was approved.

ii. Consideration of Proposals for Pool Maintenance Services

a) Arinton

b) Resort Pool Services

Ms. Adams noted the detailed proposals for this item are included in the agenda packet. Mr. Bailey noted Resort Pools works at a lot of Districts and do great work. They are also the lower bid of the two. This is currently for cleaning the pool three times a week. If this needs to be increased for some reason, adjustments can be made. Mr. Morgan noted pool cleaning would vary depending on time of year. Ms. Adams noted as the bather load increases that requires an increased number of service stops for the pool vendor. This would be budgeted in advance.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Proposal for Pool Maintenance Services extended with Resort Pools, was approved.

iii. Consideration of Proposals for Janitorial Maintenance Services at Amenity

a) Clean Star Services for Central Florida, Inc.

b) E & A Cleaning, Inc.

Mr. Bailey stated both companies will clean under the shaded structures, the four pool deck trash cans, and two outside trash cans. This will happen three times a week. The only difference between the two is that E&A Cleaning does not give supplies. The District would have to pay for the supplies. Both came in at the same price. He recommended Clean Star because of the supply issue.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Proposal from Clean Star Services for Central Florida, Inc. for Janitorial Maintenance Services at Amenity, was approved.

iv. Consideration of Proposals for Pest Control Services at Amenity

a) All American Lawn & Tree Specialist

b) Massey Commercial Services

Mr. Bailey received quotes from Massey and All-American Lawn. This will cover the inside and outside of the amenity center, playground, and mail kiosk. The treatment is once per month. Both offered to do the same scope however Massey was the significantly lower bid.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Proposal from Massey Commercial Services for Pest Control Services at Amenity, was approved.

v. Consideration of Security Services Proposals

a) Current Demands

b) Securitas *(to be provided under separate cover)*

Ms. Adams noted there are two security options. Securitas does provide a very lengthy and detailed description of their services, their references, and technical specifications for what they are proposing to provide. The program that is being recommended by Securitas is a hybrid program with two components. The dynamic staffing of a guard during peak hours at the pool typically Saturday and Sundays and additional staffing for holiday weekends. The part-time 16 hours per weekend 8-hour day time shifts Saturday and Sunday, the hourly rate is proposed at \$28.98 for an annual estimated cost of \$24,111. The other part of this program deals with accessing amenities after hours. This is a remote guarding system with motion activated cameras staged on the pool deck and entrances. Motion detected after pool closing triggers an interactive speaker that alerts the person the facility is closed, asks them to leave, and cautions police will be contacted.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the Proposals from Securitas for Security Services, was approved.

vi. Consideration of Proposal from GMS for Amenity Opening Preparation Items

Mr. Bailey noted this proposal is from GMS for signage and trash cans for the amenity center to open up. It will include four trash cans for the pool deck, four trash cans for the bathrooms, no lifeguard sign, not allowed rule sign, and a playground rule sign. The total is \$1,918 which is a one-time fee.

Ms. Adams noted they are comfortable with opening the amenity center and having the rule hearing on March 12th. Technically they will not be able to assess any fees up until March 12th.

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, the Proposal from GMS for Amenity Opening Preparation Items, was approved.

D. District Manager's Report

i. Ratification of Funding Request #20 and #21

Ms. Adams presented funding requests #20 and #21 included in the agenda package. On page 81 is funding request #20 for \$29,510.11 and on page 82 is funding request #21 for \$26,722.15.

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, Funding Requests #20 and #21, were ratified.

ii. Approval of Check Register

Ms. Adams presented the check register from October 1 through December 31, 2023 totaling \$92,970.57 on page 84 of the agenda. The register is immediately following with details.

On MOTION by Mr. Morgan, seconded by Mr. Greene, with all in favor, the Check Register totaling \$92,970.57, was approved.

iii. Balance Sheet & Income Statement

Ms. Burns noted that the financial statements through December 31st were included in the agenda. There is no action required at this time. Mr. Morgan noted \$11,000 is left in the Capital Projects Fund and asked Rob if there is anything to charge that off to.

E. Project Development Update

i. Status of Property Conveyance

ii. Status of Permit Transfers

Ms. Adams noted these were covered under the Engineer's Report. She asked for any discussion on these at this time. Mr. Morgan stated they are good.

SEVENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Morgan, seconded by Ms. Word, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2024-02

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 12th day of March 2024.

ATTEST:

**PEACE CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Policies and Rates

PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – MARCH 12, 2024¹

¹LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2023); In accordance with Chapter 190 of the Florida Statutes, and on March 12, 2024 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Peace Creek Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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DEFINITIONS

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

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

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

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

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

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Peace Creek Community Development District.

“District” – shall mean the Peace Creek Community Development District.

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

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

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

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

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

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

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

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

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

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

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

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

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

AMENITIES ACCESS AND USAGE

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

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

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities

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

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

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

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

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

GENERAL AMENITY POLICIES

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

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. **Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.**
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

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

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

SERVICE ANIMAL POLICY

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

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

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

SWIMMING POOL POLICIES

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

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

PLAYGROUND POLICIES

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

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Ponds shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Ponds.
- (2) Wading and swimming in District Ponds are prohibited.
- (3) Fishing from District Ponds is prohibited.
- (4) Pets are not allowed in the District Ponds.
- (5) Owners of property lying contiguous to the District Ponds shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Ponds or other District stormwater management facilities.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Ponds, except by the District.
- (8) No foreign materials may be disposed of in the District Ponds, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Pond environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Ponds; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Ponds must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).

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

3. Patron Card. Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

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

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person’s Guest or a member of their household committing any of the above Violations.

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

5. Authority of District Manager and Operation Manager. The District Manager, Operation Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District’s best interests to do so. Upon the Director of Amenities and Strategic Planning’s assent, the District Manager, Operation Manager or their designee may each independently at any time

restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

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

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

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

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

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

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

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

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

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

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person whatsoever who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS AND WAIVERS

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

The above Amenity Policies and Rates were adopted on March 12, 2024 by the Board of Supervisors for the Peace Creek Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual Non-Resident User Fee	\$2,500 - \$4,000
Replacement Access Card	\$30 - \$50
Administrative Fee for Rule Violation	Up to \$500
Returned Check/Insufficient Funds Fee	\$50

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM



Peace Creek Community Development District Amenities Access Registration Form

Name: _____

(Resident listed on proof of residency)

Residential Address: _____

Winter Haven FL 33884

(Within Peace Creek CDD) Street Address _____

City

State ZIP Code

Mailing Address: _____

(If different from Residential) Street Address _____

City

State ZIP Code

Phone: _____

Email: _____

Additional Resident(s): _____

(Using the amenities) _____

ACCEPTANCE:

I acknowledge that the Access Card(s) will be received by the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature: _____

Date: _____

(Parent or Guardian if a minor)

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms and all policies, including the **Guest Policy**, in the **Amenity Policies and Rates** of the Peace Creek Community Development District.

Signature: _____

Date: _____

(Parent or Guardian if a minor)

PLEASE EMAIL THIS FORM WITH YOUR PROOF OF RESIDENCY TO:

amenityaccess@gmscfl.com

OR MAIL TO:

Peace Creek CDD
Attn: Amenity Access
219 E Livingston St
Orlando, FL 32801

FOR OFFICE USE ONLY:

Date Received: _____

Date Issued: _____

Card(s): _____

Lease Term End: _____
(For Renter(s) only)

ADDITIONAL INFORMATION REGARDING THE CDD: <https://www.peacecreekcdd.com/>

CONTACT OUR OFFICE: Phone: (689) 500-4540 / Email: amenityaccess@gmscfl.com **TO**

REPORT AMENITY POLICY VIOLATIONS: Phone: (321) 248-2141

SECTION V

Upon recording, this instrument should be returned to:

Peace Creek Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

**DISCLOSURE OF
PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors¹

Peace Creek Community Development District

Adam Morgan
Chairperson

Steve Greene
Assistant Secretary

Rob Bonin
Vice Chairperson

Carrie Dazzo
Assistant Secretary

Kayla Word
Assistant Secretary

Governmental Management Services – Central Florida, LLC
District Manager
219 E. Livingston Street
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, located at 219 E. Livingston Street, Orlando, Florida 32801, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of January 15, 2024. For a current list of Board Members, please contact the District Manager's office.

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**DISCLOSURE OF
PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT**

INTRODUCTION

The Peace Creek Community Development District (“**District**” or “**CDD**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance of stormwater management facilities, roadways, water and wastewater facilities, off-site improvements, amenities and parks, underground electric, street lighting, entry features, landscape, irrigation, and other related public infrastructure.

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. O-22-15, enacted by the City Council of the City of Winter Haven, Florida, enacted on February 28, 2022 as amended by Ordinance No. O-22-36, enacted on June 13, 2022. The District encompasses approximately 168.55 acres of land, more or less, located within the City of Winter Haven, Florida (the “**City**”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when six (6) years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also

registered with the Supervisor of Elections to vote in Polk County (“**County**”). Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are publicly noticed and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements funded?**

The District is comprised of approximately 168.55 acres of land located entirely within the City. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, stormwater management facilities, roadways, water and wastewater facilities, off-site improvements, amenities and parks, underground electric, street lighting, entry features, landscape, irrigation, and other improvements authorized by Chapter 190, *Florida Statutes*. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted the *Peace Creek Community Development District Amended and Restated Engineer’s Report of Capital Improvements*, dated April 14, 2022, which details all of the improvements contemplated for the completion of the infrastructure of the District (the “**Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**” or “**CIP**”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On June 28, 2022, the Circuit Court for the Tenth Judicial Circuit, in and for Polk County, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$28,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On April 18, 2023, the District issued a series of bonds for purposes of financing the construction and acquisition costs of infrastructure for a portion of the Capital Improvement Plan (the “**2023 Project**”). On that date, the District issued its Peace Creek Community Development District Special Assessment Bonds, Series 2023 (Assessment Area One), in the principal amount of \$12,065,000 (the “**Series 2023 Bonds**”).

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet detention to achieve water quality treatment. The design criteria for the District’s

stormwater management systems are regulated by the SWFWMD. There are no known natural surface waters within the District.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0545H demonstrates that the property is located within Flood Zones X with certain portions along the Peace Creek, the C.R. 653 Right of Way, and other isolated wetlands lying Zone AE. A relatively small amount of floodplain encroachment and associated compensation has been designed and permitted.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP has been prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public right of ways within the District are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways will primarily consist of 22 feet of asphalt pavement and Miami curb or Type F curb and gutter on each side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2 feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets. All roadways within the District will be open to the general public.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction is expected to occur for all public roadways within the District.

Water and Wastewater Facilities

A potable water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed for the development. The water service provider will be the City of Winter Haven. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way along C.R. 653 and within the District. The water will provide the potable (domestic) and fire protection services which will serve the lands within the District. In order to reach and serve the project, offsite utility extensions are necessary, bringing lines from the north down C.R.653 and looping them back again to the north via an existing easement which will be dedicated for public purposes.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Winter Haven.

The gravity sanitary sewer mains will be 8-inch diameter PVC. The gravity sanitary sewer lines will be placed primarily inside the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. This proposed gravity sewer system will connect to one of two proposed public lift stations within the District, both of which will be City owned and maintained.

Reclaimed water is not proposed for this project. For the irrigation of the public right-of-way and other areas, either an irrigation well will be funded and constructed by the District, or irrigation water service will be provided as part of the domestic water system design. Any water, sewer, or reclaimed water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District may provide funding for the anticipated turn lanes at the District entrances on C.R. 653 as well as offsite extensions for waste and wastewater utilities to serve the project.

Amenities and Parks

The District may provide funding for a primary amenity center to include parking areas, a clubhouse with restroom facilities, pool, and a tot lot. A secondary amenity area will also be provided which includes parking areas, a recreational pavilion, open space and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

Electric and Lighting

The electric distribution system serving the District is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the District. The District presently intends to purchase, install, and maintain the street lighting along the internal roadways within the District or enter into a Lighting Agreement with Duke Energy for operation and maintenance of the street light poles and lighting service to the District. Only the differential cost of undergrounding wire in public right-of-way on District lands is included.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, and entry features will be provided by the District. It is anticipated, though not confirmed at this time, that the irrigation system will use an irrigation well. The well and irrigation water mains to the various phases of the District will be constructed or acquired by the District with District funds and operated and maintained by the District. Landscaping where provided will consist of sod, shrubs, ground cover and trees for certain common areas within the District. These items are anticipated to be owned and maintained by the District.

Assessments, Fees and Charges

A portion of the master infrastructure improvements of the 2023 Project, identified in the District's Capital Improvement Plan, were financed by the District from the proceeds of the sale of its Series 2023 Bonds. The amortization schedules for the Series 2023 Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Amended and Restated Master Assessment Methodology for Peace Creek Community Development District*, dated April 26, 2022 (the "**Master Methodology**"), as supplemented by the *First Supplemental Assessment Methodology for Assessment Area One for Peace Creek Community Development District*, dated March 28, 2023 ("**Supplemental Methodology**"), together with the Master Methodology, the "**Assessment Report**", are available for review in the District's public records.

The Series 2023 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's 2023 Project (the "**Series 2023 Special Assessments**"). The Series 2023 Special Assessments will be levied initially on approximately 154.05 acres of land, more or less, located within the District ("**Assessment Area One**"), which Assessment Area One is planned for 553 single-family homes. The Series 2023 Special Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2023 Special Assessments are levied in accordance with the District's Assessment Report and represent an allocation of the costs of the 2023 Project to those lands within the District benefiting from the 2023 Project.

The Series 2023 Special Assessments described above exclude any operations and maintenance assessments ("**O&M Assessments**"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District's Special Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.**

This description of the Peace Creek Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Peace Creek Community Development District, 219 E. Livingston Street, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been approved and executed as of the ____ day of February 2024, and recorded in the Official Records of Polk County, Florida.

**PEACE CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Adam Morgan
Chairperson, Board of Supervisors

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of February 2024, by Adam Morgan, as Chairperson of the Board of Supervisors of the Peace Creek Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

PEACE CREEK CDD

LEGAL DESCRIPTION

LEGAL DESCRIPTION: WEST PHASE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89°18'43" EAST ALONG THE NORTH BOUNDARY THEREOF A DISTANCE OF 69.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF C.R. 653 (RATTLESNAKE ROAD) AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'43" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1254.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°44'53" EAST ALONG THE EAST BOUNDARY THEREOF A DISTANCE OF 1332.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°21'27" EAST ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 663.70 FEET TO THE EAST BOUNDARY THEREOF; THENCE SOUTH 00°48'35" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 62.40 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.99 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND SOUTHWESTERLY ALONG THE ARC OF THE AFORESAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 53°24'21" (CHORD = 387.35 FEET, CHORD BEARING = SOUTH 58°04'31" WEST) FOR A DISTANCE OF 401.73 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 70°24'59" WEST A DISTANCE OF 107.64 FEET; THENCE NORTH 49°28'29" WEST A DISTANCE OF 123.71 FEET; THENCE NORTH 84°51'47" WEST A DISTANCE OF 74.58 FEET; THENCE NORTH 66°17'16" WEST A DISTANCE OF 102.70 FEET; THENCE SOUTH 64°49'03" WEST A DISTANCE OF 101.47 FEET; THENCE SOUTH 44°43'44" WEST A DISTANCE OF 254.58 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 769.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 29°56'51" (CHORD = 397.63 FEET, CHORD BEARING = SOUTH 03°14'15" WEST) FOR A DISTANCE OF 402.19 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 07°17'19" EAST A DISTANCE OF 130.22 FEET; THENCE SOUTH 29°04'55" EAST A DISTANCE OF 171.82 FEET; THENCE SOUTH 26°39'14" EAST A DISTANCE OF 153.45 FEET; THENCE SOUTH 36°24'38" EAST A DISTANCE OF 328.48 FEET; THENCE SOUTH 32°50'05" EAST A DISTANCE OF 410.68 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 742.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 72°17'01" (CHORD = 875.74 FEET, CHORD BEARING = SOUTH 21°55'40" EAST) FOR A DISTANCE OF 936.63 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, SOUTH 56°52'16" EAST A DISTANCE OF 36.75 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED AND SET FORTH IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 78°22'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1.) SOUTH 84°13'05" WEST, 318.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2020.00 FEET; THENCE 2.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 05°34'42" (CHORD = 196.59, CHORD BEARING = SOUTH 87°00'26" WEST) A DISTANCE OF 196.66 FEET TO THE POINT OF TANGENCY; THENCE 3.) SOUTH 89°47'47" WEST, 688.14 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE 4.) NORTH 00°30'23" WEST ALONG SAID WEST BOUNDARY, AND SAID RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE 5.) SOUTH 89°47'47" WEST, 206.91 FEET; THENCE 6.) SOUTH 89°55'13" WEST, 252.45 FEET TO THE POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 165.00 FEET; THENCE 7.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 89°43'48" (CHORD = 232.79 FEET, CHORD BEARING = NORTH 45°12'53" WEST) FOR A DISTANCE OF 258.40 FEET TO THE POINT OF TANGENCY; THENCE 8.) NORTH 00°20'59" WEST, 381.06 FEET; THENCE 9.) NORTH 00°14'00" WEST, 221.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 89°46'36" EAST, 284.48 FEET; THENCE NORTH 00°01'03" EAST, 470.00 FEET; THENCE SOUTH 89°46'36" WEST, 275.06 FEET; THENCE SOUTH 44°47'50" WEST, 14.12 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY OF C.R. 653 (RATTLESNAKE ROAD); THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, THE FOLLOWING SEVEN (7) COURSES: 1.) THENCE NORTH 02°10'42" WEST, 135.06 FEET; THENCE 2.) NORTH 00°09'41" WEST, 790.21 FEET; THENCE 3.) NORTH 89°50'19" EAST, 5.00 FEET; THENCE 4.) NORTH 00°09'41" WEST, 35.92 FEET; THENCE 5.) NORTH 00°08'48" WEST, 785.87 FEET; THENCE 6.) NORTH 00°28'56" WEST, 171.79 FEET; THENCE 7.) NORTH 00°05'41" WEST A DISTANCE OF 799.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 119.80 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY DESCRIBED AND SHOWN.

LEGAL DESCRIPTION: EAST PHASE

THAT PART OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE SOUTH 89°00'29" WEST ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31 A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY OF McCLELLAND ROAD AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 11964, PAGE 890, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 00°29'08" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1200.51 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN THE AFORESAID QUIT CLAIM DEED; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 61°01'45" WEST A DISTANCE OF 130.88 FEET; THENCE 2.) NORTH 58°32'08" WEST A DISTANCE OF 91.40 FEET; THENCE 3.) NORTH 31°27'52" EAST A DISTANCE OF 5.00 FEET; THENCE 4.) NORTH 58°32'08" WEST A DISTANCE OF 128.97 FEET; THENCE 5.) NORTH 64°10'11" WEST A DISTANCE OF 92.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 59.79 FEET; THENCE 6.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 28°35'22" (CHORD = 29.53 FEET, CHORD BEARING = NORTH 78°27'52" WEST) FOR A DISTANCE OF 29.83 FEET TO THE POINT OF TANGENCY; THENCE 7.) SOUTH 87°14'27" WEST A DISTANCE OF 69.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 267.33 FEET; THENCE 8.) WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 12°41'13" (CHORD = 59.07 FEET, CHORD BEARING = SOUTH 80°53'50" WEST) FOR A DISTANCE OF 59.20 FEET TO THE POINT OF TANGENCY; THENCE 9.) SOUTH 74°33'14" WEST A DISTANCE OF 345.25 FEET; THENCE 10.) SOUTH 74°43'01" WEST A DISTANCE OF 236.80 FEET; THENCE 11.) SOUTH 75°05'30" WEST A DISTANCE OF 223.71 FEET; THENCE 12.) SOUTH 78°56'09" WEST A DISTANCE OF 126.07 FEET; THENCE 13.) SOUTH 83°25'25" WEST A DISTANCE OF 216.28 FEET; THENCE 14.) SOUTH 84°13'05" WEST A DISTANCE OF 70.12 FEET; THENCE 15.) NORTH 89°21'10" WEST A DISTANCE OF 86.93 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY AS DESCRIBED IN THAT ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2995, PAGE 1410, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 84°10'44" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 60.17 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 16°19'58" WEST A DISTANCE OF 34.60 FEET; THENCE NORTH 05°18'29" EAST A DISTANCE OF 34.18 FEET; THENCE NORTH 07°08'50" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 24°46'49" WEST A DISTANCE OF 63.08 FEET; THENCE NORTH 17°26'05" WEST A DISTANCE OF 80.90 FEET; THENCE NORTH 12°38'52" WEST A DISTANCE OF 434.02 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 332.09 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/Delta OF 33°05'49" (CHORD = 189.17 FEET, CHORD BEARING = NORTH 31°46'44" EAST) FOR A DISTANCE OF 191.83 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT, NON-RADIAL LINE, NORTH 41°43'49" EAST A DISTANCE OF 128.37 FEET; THENCE NORTH 09°36'04" EAST A DISTANCE OF 178.12 FEET; THENCE NORTH 14°54'24" EAST A DISTANCE OF 133.53 FEET TO THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 36, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89°23'55" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 460.30 FEET TO THE NORTHEAST CORNER THEREOF, THE SAME ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST; THENCE NORTH 89°00'29" EAST ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31 A DISTANCE OF 1309.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 48.75 ACRES, MORE OR LESS, TO THE DEDICATED RIGHTS-OF-WAY SHOWN.

SECTION VI

SECTION C

Peace Creek Reserve CDD

Field Management Report



March 12th, 2024

Allen Bailey – Field Manager

GMS

Complete

Meter Installation



- ✚ The meter has been installed behind the front entrance monument.
- ✚ We are working to have the irrigation hooked to the meter.

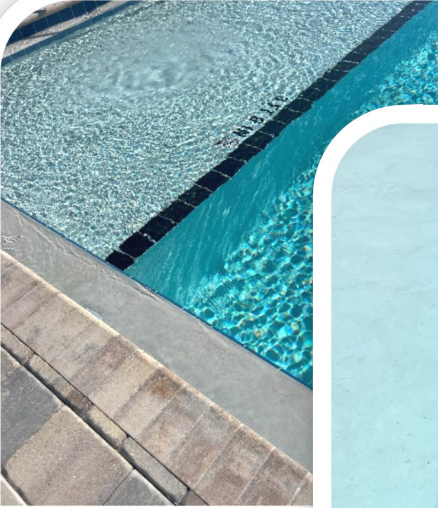
Pool Construction Touch Ups



- ✚ There were a few items found at the pool that needed addressed. We had some grinding of rough edges and jagged tiles replaced for resident safety.

Completed

Sun Shelf



- ✚ The amenity pool needed modifications to the sun shelf to be in compliance with the health department.
- ✚ The build came and added the bullnose to the sun shelf edge.

Pond Discing



- ✚ The ponds throughout the district have been disced.
- ✚ To help with home appeal and management of stormwater systems.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-460-4424, or by email at abailey@gmscfl.com. Thank you.

Respectfully,
Allen Bailey

SECTION 1

Approved By:

SECTION 2

Peace Creek Landscape Fee Summary

Contractor: Prince and Sons, Inc

Address: 200 S. F Street

Haines City, FL 33844
Phone: (863) 422-5207

Fax:
Contact: Lucas Martin
Email: Lmartin@princeandsonsinc.com

Property: Peace Creek CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-841-5524

Contact: Allen Bailey- Field Manager
Email: abailey@gmscfl.com

PHASE 3

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	1,000	1,000	1,500	2,000	2,500	2,000	2,500	2,000	2,000	2,000	1,000	1,500	\$21,000
TURF CARE (Component B) Bahia/St Augustine/Zoysia		30		30		30		30					\$120
TREE/SHRUB CARE (Component C) Tree/Shrub Fert		40			40			40			40		\$160
IRRIGATION MAINT. (Component D)	90	90	90	90	90	90	90	90	90	90	90	90	\$1,080
ANNUAL CHANGES - None at this time (Component E.1) <i>Per Annual Pricing: Count:</i>				<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Yard Pricing: \$60</i>					<i>Mulch Yds</i>						<i>Mulch Yds</i>		\$0
PALM TRIMMING (Component E.3) <i>Per Palm Price: \$45</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$1,090	\$1,160	\$1,590	\$2,120	\$2,630	\$2,120	\$2,590	\$2,160	\$2,090	\$2,090	\$1,130	\$1,590	\$22,360

Flat Fee Schedule	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$1,863	\$22,360
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$22,360
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Extra Services Annual Changes, Palm Pruning, Mulch	\$0
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TOTAL	\$22,360.00
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SECTION D

SECTION 1

Peace Creek
Community Development District

Summary of Check Register

January 1, 2024 to February 26, 2024

Fund	Date	Check No.'s	Amount
General Fund	1/11/24	67-72	\$ 755,088.67
	1/16/24	73-74	\$ 5,547.16
	1/22/24	75-77	\$ 33,498.95
	1/29/24	78-79	\$ 5,085.44
	2/21/24	80-83	\$ 12,147.03
Total Amount			\$ 811,367.25

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/16/24	00011	1/01/24 11201	202401 320-53800-46200	LANDSCAPE MAINT-JAN24	*	5,334.00	
				PRINCE & SONS INC.			5,334.00 000074
1/22/24	00007	1/17/24 22182	202311 310-51300-31100	REVIEW AND APPROVE REQS	*	875.00	
		1/17/24 22183	202310 310-51300-31100	REVIEW AND APP/BOS MEET	*	1,250.00	
				HUNTER ENGINEERING, INC.			2,125.00 000075
1/22/24	00002	12/10/23 8214	202311 310-51300-31500	ATTORNEY SVCS-NOV23	*	880.50	
		1/17/24 8420	202312 310-51300-31500	ATTORNEY SVCS-DEC23	*	493.45	
				KILINSKI | VAN WYK, PLLC			1,373.95 000076
1/22/24	00016	1/18/24 01182024	202401 300-20700-10300	ASSESSMENT TRSFER-S2023	*	30,000.00	
				PEACE CREEK CDD C/O USBANK			30,000.00 000077
1/29/24	00001	12/01/23 30	202312 310-51300-34000	MANAGEMENT FEES-DEC23	*	3,091.67	
		12/01/23 30	202312 310-51300-35200	WEBSITE MANAGEMENT-DEC23	*	100.00	
		12/01/23 30	202312 310-51300-35100	INFORMATION TECH-DEC23	*	150.00	
		12/01/23 30	202312 310-51300-31300	DISSEMINATION SVCS-DEC23	*	416.67	
		12/01/23 30	202312 310-51300-51000	OFFICE SUPPLIES-DEC23	*	.39	
		12/01/23 30	202312 310-51300-42000	POSTAGE-DEC23	*	43.17	
		12/01/23 31	202312 320-53800-34000	FIELD MANAGEMENT-DEC23	*	625.00	
				GOVERNMENTAL MANAGEMENT SERVICES			4,426.90 000078
1/29/24	00013	1/16/24 01162024	202312 320-53800-43200	300 KAYDEN IRR DEC23	*	658.54	
				WINTER HAVEN WATER			658.54 000079
2/21/24	00018	2/01/24 GMS33568	202402 330-57200-34500	CONTROLLER/READER/CAMERA	*	1,423.58	
				CURRENT DEMANDS ELECTRICAL &			1,423.58 000080
2/21/24	00001	2/01/24 35	202402 310-51300-34000	MANAGEMENT FEES-FEB24	*	3,091.67	

PEAC PEACE CREEK CD AGUZMAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/01/24 35	202402 310-51300-35200		*	100.00	
			WEBSITE MANAGEMENT-FEB24				
		2/01/24 35	202402 310-51300-35100		*	150.00	
			INFORMATION TECH-FEB24				
		2/01/24 35	202402 310-51300-31300		*	416.67	
			DISSEMINATION SVCS-FEB24				
		2/01/24 35	202402 310-51300-51000		*	.33	
			OFFICE SUPPLIES-FEB24				
		2/01/24 35	202402 310-51300-42000		*	105.28	
			POSTAGE-FEB24				
		2/01/24 36	202402 320-53800-34000		*	625.00	
			FIELD MANAGEMENT-FEB24				
GOVERNMENTAL MANAGEMENT SERVICES							4,488.95 000081
2/21/24 00002		2/11/24 8680	202401 310-51300-31500		*	900.50	
			ATTORNEY SVCS-JAN24				
KILINSKI | VAN WYK, PLLC							900.50 000082
2/21/24 00011		2/01/24 11638	202402 320-53800-46200		*	5,334.00	
			LANDSCAPE MAINT-FEB24				
PRINCE & SONS INC.							5,334.00 000083
TOTAL FOR BANK A						811,367.25	
TOTAL FOR REGISTER						811,367.25	

SECTION 2

Peace Creek
Community Development District

Unaudited Financial Reporting
January 31, 2024



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund - Series 2023
5	Capital Projects Fund - Series 2023
6-7	Month to Month
8	Assessment Receipt Schedule
9	Long-Term Debt Schedule

Peace Creek
Community Development District
Combined Balance Sheet
January 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 418,816	\$ -	\$ -	\$ 418,816
Due from General Fund	\$ -	\$ 2,136	\$ -	\$ 2,136
Investments:				
<u>Series 2023</u>				
Reserve	\$ -	\$ 400,906	\$ -	\$ 400,906
Revenue	\$ -	\$ 804,980	\$ -	\$ 804,980
Interest	\$ -	\$ 0	\$ -	\$ 0
Construction	\$ -	\$ -	\$ 13,209	\$ 13,209
Total Assets	\$ 418,816	\$ 1,208,022	\$ 13,209	\$ 1,640,047
Liabilities:				
Accounts Payable	\$ 4,901	\$ -	\$ -	\$ 4,901
Due to Debt Service	\$ 2,136	\$ -	\$ -	\$ 2,136
Total Liabilities	\$ 7,036	\$ -	\$ -	\$ 7,036
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 1,208,022	\$ -	\$ 1,208,022
Capital Projects	\$ -	\$ -	\$ 13,209	\$ 13,209
Unassigned	\$ 411,780	\$ -	\$ -	\$ 411,780
Total Fund Balances	\$ 411,780	\$ 1,208,022	\$ 13,209	\$ 1,633,011
Total Liabilities & Fund Balance	\$ 418,816	\$ 1,208,022	\$ 13,209	\$ 1,640,047

Peace Creek
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/24	Thru 01/31/24	Variance
<u>Revenues:</u>				
Assessments - On Roll	\$ 412,182	\$ 412,182	\$ 413,636	\$ 1,454
Assessments - Direct	\$ 22,650	\$ 16,988	\$ 16,988	\$ -
Developer Contributions	\$ -	\$ -	\$ 36,879	\$ 36,879
Total Revenues	\$ 434,833	\$ 429,170	\$ 467,502	\$ 38,332
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 1,800	\$ 2,200
FICA Expense	\$ 918	\$ 306	\$ 138	\$ 168
Engineering	\$ 15,000	\$ 5,000	\$ 2,125	\$ 2,875
Attorney	\$ 25,000	\$ 8,333	\$ 2,913	\$ 5,420
Annual Audit	\$ 3,900	\$ 3,900	\$ 4,000	\$ (100)
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 1,667	\$ 1,667	\$ -
Trustee Fees	\$ 4,020	\$ -	\$ -	\$ -
Management Fees	\$ 37,100	\$ 12,367	\$ 12,367	\$ -
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance	\$ 1,200	\$ 400	\$ 400	\$ -
Telephone	\$ 300	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 750	\$ 250	\$ 336	\$ (86)
Insurance	\$ 5,750	\$ 5,750	\$ 5,200	\$ 550
Copies	\$ 750	\$ 250	\$ -	\$ 250
Legal Advertising	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Contingency	\$ 2,293	\$ 764	\$ 162	\$ 602
Office Supplies	\$ 625	\$ 208	\$ 6	\$ 203
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 127,031	\$ 50,737	\$ 36,888	\$ 13,849

Peace Creek
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/24	Thru 01/31/24	Variance
<u>Operations & Maintenance</u>				
Field Expenditures:				
Property Insurance	\$ 12,000	\$ 12,000	\$ 2,833	\$ 9,167
Field Management	\$ 15,000	\$ 5,000	\$ 2,500	\$ 2,500
Landscape Maintenance	\$ 95,000	\$ 31,667	\$ 21,336	\$ 10,331
Landscape Replacement	\$ 12,500	\$ 4,167	\$ -	\$ 4,167
Streetlights	\$ 33,770	\$ 11,257	\$ -	\$ 11,257
Electric	\$ 7,260	\$ 2,420	\$ -	\$ 2,420
Water & Sewer	\$ 3,000	\$ 1,000	\$ 13,723	\$ (12,723)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 833	\$ -	\$ 833
Irrigation Repairs	\$ 5,500	\$ 1,833	\$ -	\$ 1,833
General Repairs & Maintenance	\$ 10,000	\$ 3,333	\$ 744	\$ 2,590
Contingency	\$ 5,500	\$ 1,833	\$ -	\$ 1,833
Subtotal Field Expenditures	\$ 202,030	\$ 75,343	\$ 41,136	\$ 34,207
Amenity Expenditures:				
Amenity - Insurance	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Amenity - Electric	\$ 13,794	\$ 4,598	\$ -	\$ 4,598
Amenity - Water	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Internet	\$ 2,000	\$ 667	\$ -	\$ 667
Pest Control	\$ 528	\$ 176	\$ -	\$ 176
Janitorial Service	\$ 10,200	\$ 3,400	\$ -	\$ 3,400
Security Services	\$ 30,000	\$ 10,000	\$ -	\$ 10,000
Pool Maintenance	\$ 16,500	\$ 5,500	\$ -	\$ 5,500
Amenity Repairs & Maintenance	\$ 10,000	\$ 3,333	\$ -	\$ 3,333
Amenity Access Management	\$ 5,250	\$ 1,750	\$ -	\$ 1,750
Contingency	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Subtotal Amenity Expenditures	\$ 105,772	\$ 35,257	\$ -	\$ 35,257
Total Operations & Maintenance	\$ 307,802	\$ 110,601	\$ 41,136	\$ 69,465
Total Expenditures	\$ 434,833	\$ 161,338	\$ 78,024	\$ 83,313
Net Change in Fund Balance	\$ -		\$ 389,478	
Fund Balance - Beginning	\$ -		\$ 22,302	
Fund Balance - Ending	\$ -		\$ 411,780	

Peace Creek
Community Development District
Debt Service Fund Series 2023
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/24	Thru 01/31/24	Variance
Revenues:				
Special Assessments	\$ 801,813	\$ 801,813	\$ 804,640	\$ 2,827
Assessments - Direct Bill	\$ -	\$ -	\$ 310,559	\$ 310,559
Interest	\$ -	\$ -	\$ 8,290	\$ 8,290
Total Revenues	\$ 801,813	\$ 801,813	\$ 1,123,489	\$ 321,676
Expenditures:				
Interest - 12/15	\$ 310,559	\$ 310,559	\$ 310,559	\$ -
Principal - 06/15	\$ 180,000	\$ -	\$ -	\$ -
Interest - 06/15	\$ 310,559	\$ -	\$ -	\$ -
Total Expenditures	\$ 801,118	\$ 310,559	\$ 310,559	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 695	\$ 491,254	\$ 812,930	\$ 321,676
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (6,538)	\$ (6,538)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (6,538)	\$ (6,538)
Net Change in Fund Balance	\$ 695		\$ 806,392	
Fund Balance - Beginning	\$ 312,471		\$ 401,631	
Fund Balance - Ending	\$ 313,165		\$ 1,208,022	

Peace Creek
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 4,813	\$ 4,813
Total Revenues	\$ -	\$ -	\$ 4,813	\$ 4,813
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Capital Outlay	\$ -	\$ -	\$ 869,568	\$ (869,568)
Total Expenditures	\$ -	\$ -	\$ 869,568	\$ (869,568)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (864,755)	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 6,538	\$ 6,538
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 6,538	\$ 6,538
Net Change in Fund Balance	\$ -		\$ (858,217)	
Fund Balance - Beginning	\$ -		\$ 871,426	
Fund Balance - Ending	\$ -		\$ 13,209	

Peace Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ -	\$ 412,537.66	\$ 1,097.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 413,636
Assessments - Direct	\$ -	\$ 11,325.17	\$ -	\$ 5,662.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,988
Developer Contributions	\$ 36,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,879
Total Revenues	\$ 36,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 467,502
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 400	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800
FICA Expense	\$ 31	\$ 107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138
Engineering	\$ 1,250	\$ 875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,125
Attorney	\$ 639	\$ 881	\$ 493	\$ 901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,913
Annual Audit	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,667
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,092	\$ 3,092	\$ 3,092	\$ 3,092	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,367
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 36	\$ 43	\$ 43	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336
Insurance	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 47	\$ 38	\$ 39	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162
Office Supplies	\$ 3	\$ 3	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 16,538	\$ 7,105	\$ 4,334	\$ 8,911	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,888

Peace Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures:													
Property Insurance	\$ 2,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,833
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Landscape Maintenance	\$ 5,334	\$ 5,334	\$ 5,334	\$ 5,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,336
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ 2,941	\$ 9,911	\$ 871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,723
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ 411	\$ 333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	744
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures	\$ 9,203	\$ 9,232	\$ 15,870	\$ 6,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	41,136
Amenity Expenditures:													
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 9,203	\$ 9,232	\$ 15,870	\$ 6,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	41,136
Total Expenditures	\$ 60,685	\$ 41,907	\$ 56,280	\$ 38,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	78,024
Excess (Deficiency) of Revenues over Expenditures	\$ (23,806)	\$ (41,907)	\$ (56,280)	\$ (38,313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	389,478

Peace Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

ON ROLL ASSESSMENTS

Gross Assessments	\$	443,207.38	\$	862,165.71	\$	1,305,373.09
Net Assessments	\$	412,182.86	\$	801,814.11	\$	1,213,996.97

										34%	66%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	Debt Service Series 2023	Total		
12/8/23	11/13/2023-11/	\$ 56,652.72	\$ (2,266.08)	\$ (1,087.73)	\$ -	\$ -	\$ 53,298.91	\$ 18,096.34	\$ 35,202.57	\$ 53,298.91		
12/21/23	11/23/2023-11/	\$ 1,248,720.37	\$ (49,948.18)	\$ (23,975.44)	\$ -	\$ -	\$ 1,174,796.75	\$ 398,873.39	\$ 775,923.36	\$ 1,174,796.75		
12/31/23	Invoice#4652085	\$ -	\$ -	\$ -	\$ -	\$ (8,621.66)	\$ (8,621.66)	\$ (2,927.27)	\$ (5,694.39)	\$ (8,621.66)		
12/31/23	Invoice#4652086	\$ -	\$ -	\$ -	\$ -	\$ (4,432.07)	\$ (4,432.07)	\$ (1,504.80)	\$ (2,927.27)	\$ (4,432.07)		
1/16/24	10/01/23-12/31	\$ -	\$ -	\$ -	\$ 3,233.57	\$ -	\$ 3,233.57	\$ 1,097.88	\$ 2,135.69	\$ 3,233.57		
Total		\$ 1,305,373.09	\$ (52,214.26)	\$ (25,063.17)	\$ 3,233.57		\$ 1,218,275.50	\$ 413,635.54	\$ 804,639.96	\$ 1,218,275.50		

100%	Net Percent Collected
\$ -	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Lennar Homes, LLC						
2023-01		Net Assessments		\$ 310,559.38	\$ 310,559.38	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Interest	
10/17/23	10/1/23	2118930	\$ 310,559.38	\$ 310,559.38	\$ 310,559.38	
			\$ 310,559.38	\$ 310,559.38	\$ 310,559.38	

Lennar Homes, LLC						
2024-01		Net Assessments		\$ 22,650.34	\$ 22,650.34	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	
11/8/23	11/1/23	2127301	\$ 11,325.17	\$ 11,325.17	\$ 11,325.17	
1/24/24	2/1/24	2165980	\$ 5,662.59	\$ 5,662.59	\$ 5,662.59	
	5/4/24		\$ 5,662.59			
			\$ 22,650.34	\$ 16,987.76	\$ 16,987.76	

Peace Creek

Community Development District

Long Term Debt Report

Series 2023, Special Assessment Revenue Bonds		
Interest Rate:	4.250%, 5.125%, 5.375%	
Maturity Date:	6/15/2053	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$400,906	
Reserve Fund Balance	\$400,906	
Bonds Outstanding - 04/18/23		\$12,065,000
Current Bonds Outstanding		\$12,065,000