

# **ENCLAVE AT LAKE GENEVA**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**December 17, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Enclave at Lake Geneva Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://enclaveatlakegenevacdd.net/>

December 10, 2025

### ATTENDEES:

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

Board of Supervisors

Enclave at Lake Geneva Community Development District

Dear Board Members:

The Enclave at Lake Geneva Community Development District will hold a Regular Meeting on December 17, 2025 at 1:15 p.m., at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment of Brook Oliva to Fill Unexpired Term of Seat 2; *Term Expires November 2028*
  - Administration of Oath of Office *(the following will be provided under separate cover)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Presentation of Master Engineer's Report, dated November 2024
6. Presentation of Master Special Assessment Methodology Report, dated November 18, 2024

7. Consideration of Resolution 2026-02, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date
8. Consideration of Resolution 2026-03, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall Be Made; Providing When Such Special Assessments Shall Be Paid; Designating Lands Upon Which the Special Assessments Shall Be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution
9. Consideration of Resolution 2026-04, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Enclave at Lake Geneva Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes
10. Consideration of Resolution 2026-05, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date [Seats 3, 4 and 5]
11. Consideration of Fruitland Park Development IV, LLC Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property
12. Consideration of Fruitland Park Development IV, LLC, Construction Funding Agreement
13. Consideration of Assignment of Construction Agreement [Enclave at Lake Geneva Parcels A-H]
14. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025
  - B. October 1, 2025 - September 30, 2026
15. Consideration of Resolution 2026-06, Designating the Location of the Local District Records Office and Providing an Effective Date
16. Acceptance of Unaudited Financial Statements as of October 31, 2025

17. Approval of July 16, 2025 Public Hearing, Regular Meeting and Audit Committee Meeting Minutes

18. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Wohlfarth Consulting Group, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- Form 1 Submission and Ethics Training
- NEXT MEETING DATE: January 21, 2026 at 1:15 PM

○ QUORUM CHECK

SEAT 1	ANDON CALHOUN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BROOK OLIVA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TOM McNAMARA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	TIM BAYER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MARY EBERHARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

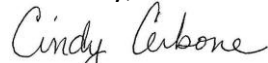
19. Board Members' Comments/Requests

20. Public Comments

21. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 801 901 3513**

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

**ACKNOWLEDGMENT OF OATH BEING TAKEN**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Enclave at Lake Geneva Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

-----  
MAILING ADDRESS: ☐ Home ☐ Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street Phone Fax

\_\_\_\_\_  
City, State, Zip Email Address

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE  
AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The following is/are elected as Officer(s) of the District effective December 17, 2025:

\_\_\_\_\_ is elected Chair  
\_\_\_\_\_ is elected Vice Chair  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of December 17, 2025:

\_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Chris Conti is Assistant Secretary

Craig Wrathell is Treasurer

Jeffrey Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 17<sup>TH</sup> DAY OF DECEMBER, 2025.**

ATTEST:

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

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## **MASTER ENGINEER'S REPORT**

**PREPARED FOR:**

**BOARD OF SUPERVISORS**

**ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER:**

**RICHARD C. WOHLFARTH, P.E.  
WOHLFARTH CONSULTING GROUP, LLC  
246 N. WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FLORIDA 32714**

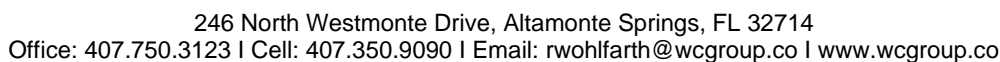
**November 2024**

## MASTER ENGINEER'S REPORT

The purpose of this report is to provide a description of the Capital Improvement Plan ("**CIP**") and estimated costs of the CIP, for the Enclave at Lake Geneva Community Development District ("**District**").

The CIP is intended to provide public infrastructure improvements for the entire development, which is currently planned for 421 residential units. The following plan and chart shows the planned product types for the district:

*Figure 1 Location and Traffic Map*



### PRODUCT TYPES

Development Summary			
	Single Family		
Land Use	40' X 115/120'	50' X 120'	
Parcel A		53	
Parcel B	37		
Parcel C-1		21	
Parcel C-2		30	
Parcel D-1		53	
Parcel D-2		59	
Parcel E-1	53		
Parcel E-2	18		
Parcel E-2 & e-2A	49		
Parcel F (Windhorst)		48	
	157	264	
Total Units		421	
Parcels	58.85		41%
Roads	17.35		12%
Open Space, Parks, Retention	41.88		29%
Lakes	24.04		17%
Wetland Buffers	2.98		2%
Total Acres	145.1		100%

The plan and product table includes both the existing parcel (397 units and the expansion parcel that adds 9.67 acres and 48 units. The amendment for the expansion parcel is currently being processed. That amendment will do the following:

- A. Modify parcel E-1 and change the townhouses to 40' X 115' and 120' deep parcels. The result is the reduction of 82 townhouses and the addition of 53 40' X 115' and 120' deep lots.
- B. The addition of 9.67 acres and 48 50' X 120' deep lots.
- C. The addition of 5 lots in the existing parcel
- D. The net impact is an addition of 9.67 acres and 24 units for a final number of 421 units.

Exhibit A has legal descriptions for the existing CDD area and the expansion area.

The public infrastructure for the project is as follows:

#### **Stormwater Management System:**

The stormwater collection and outfall systems are a combination of curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands and the Entry Road. The stormwater system will be designed consistent with the applicable design requirements established by the St. Johns River Water Management District (SJRWMD) and The City of Fruitland Park and Lake County for stormwater/floodplain management systems. The district will finance, own, operate and maintain the stormwater system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.

### **Onsite Wetland Conservation/Mitigation**

The district will be responsible for the design, permitting, mitigation, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

### **Public Roadways (Onsite)**

The CIP includes subdivision roads within the district. Generally, all roads will be 2-lane undivided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements.

All internal roadways may be financed by the district. Alternatively, the developer may elect to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance (in such an event, the district would be limited to financing only utilities, conservation/mitigation, hardscape/landscape/irrigation and stormwater improvements behind such gated areas).

### **Public Roadways (Offsite)**

#### **Entry Roadways:**

The Project includes an offsite entry roadway ("Offsite Road") that will be within the existing and to-be-dedicated right-of-way. The Offsite Road will include the asphalt, curb & gutter, base, and subgrade, striping and signage, and sidewalks within the right-of-way. The Offsite Road will be designed in accordance with Lake County standards and may include a security gate feature that will not block public access.

Entry features including community signage landscaping will be located within and adjacent to the Offsite Road within an easement or dedicated tract via a subdivision plat assigned to the district. Landscaping may consist of sod, annual flowers, shrubs, trees and ground covers. These facilities will be owned and maintained by the district.

#### **Roadway Improvements:**

The Project includes on-site roadway improvements to serve the subdivision. These improvements



include, but are not limited to, turn lanes, pedestrian facilities and multi-use trails. The improvements will be designed in accordance with City of Fruitland Park standards. The improvements will be constructed by the district and then dedicated to the City. The CDD will maintain the improvements.

#### **Water, Wastewater & Reclaim Utilities:**

As part of the CIP, the District intends to construct water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and an onsite lift station.

Similarly, the reclaim water system will be constructed to provide service for irrigation throughout the community.

Both the water distribution and wastewater collection systems have points of connection outside of the district boundary to existing utility infrastructure. The existing water and sewer mains will need to be extended to the location of the district. These connections are required elements for the systems to function. Therefore, the offsite extensions and connections to the existing utility infrastructure are included within the CIP.

The water and reclaim system and wastewater collection systems for all phases will be constructed and/or acquired by the district and then dedicated to City for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

#### **Hardscape, Landscape & Irrigation:**

The district will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. The district must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and, in most cases, will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the district. Such infrastructure, to the extent that it is located in rights-of-way owned by the City of Fruitland Park, will be maintained pursuant to a right-of-way agreement or permit. Any landscaping, irrigation or hardscaping systems behind hard-gated roads, if any, will not be financed by the district and instead will be privately installed and maintained.

#### **Streetlights/ Undergrounding of Electrical Utility Lines**

The district intends to lease streetlights through an agreement with a local utility provider and will fund the street lights through an annual operations and maintenance assessment. As such, streetlights

are not included as part of the CIP.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the district as part of the CIP.

#### **Recreational Amenities (Active & Passive):**

As part of the overall development, the district intends to construct a pool and cabana and other amenity facilities including, but not limited to, multi-use paths, pedestrian paths, playgrounds and nature viewing stations. Alternatively, the Developer may privately fund such facilities and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. In such event, the amenities would be considered common elements for the exclusive benefit of the owners subject to that Association.

#### **Professional Services**

The CIP also includes various professional services. These include, but are not limited to: (i) engineering, surveying, and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the district, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the district.

#### **4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the CIP will be obtained or are currently under review by respective governmental authorities, and include the following:

- a. City of Fruitland Park Final Engineering Plans
- b. St. Johns River Water Management District ERP
- c. Florida Department of Environmental Protection Potable Water Permit
- d. Florida Department of Environmental Protection Wastewater Permit
- e. Lake County Plan Approval

#### **5. CIP COST ESTIMATE/ MAINTENANCE RESPONSIBILITIES**

The table below presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing. The table shows the existing and the anticipated cost of the expansion area.

**CIP COST ESTIMATE**

Item	Estimated Cost Existing Area	Estimated Cost Expansion Area	Total	Financing Entity	O & M Entity
Stormwater Management System	\$ 1,300,000.00	\$ 350,000.00	\$ 1,650,000.00	CDD	CDD
On-Site Wetland Conservation/Mitigation	\$ 50,000.00	\$ -	\$ 50,000.00	CDD	CDD
Pblic Roadways (On-Site)	\$ 5,400,000.00	\$ 700,000.00	\$ 6,100,000.00	CDD	CDD
Public Roadways (Off-Site)	\$ 450,000.00	\$ 250,000.00	\$ 700,000.00	CDD	County
Water Wastewater & Reclaim	\$ 5,000,000.00	\$ 700,000.00	\$ 5,700,000.00	CDD	City
Hardcape, Landscape & Irrigation	\$ 150,000.00	\$ 150,000.00	\$ 300,000.00	CDD	CDD
Streelights/Burried Electric Lines	\$ 250,000.00	\$ 100,000.00	\$ 350,000.00	CDD	CDD
Recreation Amenities (Active and Passive)	\$ 1,250,000.00	\$ -	\$ 1,250,000.00	CDD	CDD
Professional Fees	\$ 400,000.00	\$ 150,000.00	\$ 550,000.00	CDD	N/A
Total	\$ 14,250,000.00	\$ 2,400,000.00	\$ 16,650,000.00		
Contingency	\$ 1,425,000.00	\$ 240,000.00	\$ 1,665,000.00	CDD	N/A
Total with Contingency	\$ 15,675,000.00	\$ 2,640,000.00	\$ 18,315,000.00	CDD	N/A

- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- The developer reserves the right to privately finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- The district may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned

improvements, subject to the approval of the district's bond counsel.

## 6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the district is located and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure.
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the district will receive a special benefit from the CIP that is at least equal to such costs. Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the district. The general public, property owners, and property outside the district will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the district. Special and peculiar benefits accrue to property within the district and enable properties within its boundaries to be developed.

The CIP will be owned by the district or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the district. All the CIP is or will be located on lands owned or to be owned by the district or another governmental entity or on perpetual easements in favor of the district or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The district will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the district, which (subject to true-up determinations) number and type of units may be changed with the development

of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the district, it may be necessary to make modifications and/or deviations for the plans, and the district expressly reserves the right to do so.

**Wohlfarth Consulting Group, LLC**



Richard C. Wohlfarth, P.E.  
Manager  
P.E. No. 20044

## **EXHIBIT A Legals Description for the Current Parcel and the expansion Property**

### **A. LEGAL DESCRIPTION for the original parcel 135.4 acres.**

#### **PARCEL 1:**

**The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.**

#### **PARCEL 2:**

**The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.**

#### **PARCEL 3:**

**The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 209.28 feet; thence N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 40 feet for right-of-way of Lake Ella Road.**

**FURTHER LESS AND EXCEPT any portion lying within the lands conveyed by that certain Warranty Deed recorded in Official Records Book 5942, Page 848, of the Public Records of Lake County, Florida.**

#### **PARCEL 4:**

**The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.**

#### **PARCEL 5:**

**The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet for road right of way for Spring Lake Road.**

#### **PARCEL 6:**

**Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence**

North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the Point of Beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.

**PARCEL 7:**

Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the Point of Beginning.

**PARCEL 8:**

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run S 89°58'40" W, along said North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet, thence S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33, thence N 89°54'10" E, along said South line to the SE corner of the NE 1/4 of the NW 1/4, thence North along said East line of the NE 1/4 of the NW 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.

**B. LEGAL DESCRIPTION for the Windhorst property**

(approximately 9.67 Acres) located in Fruitland Park, Florida. In accordance with Trustees Warranty Deed recorded in ORB 6039, PG 778 of the Public Records of Lake County, Florida as described below:

East ½ of the East ½ of the NW ¼ of the NW ¼ of Section 33, Township 18 South, Range 24 East.

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**



# ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT

## Master Special Assessment Methodology Report

November 18, 2024



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

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## **1.0 Introduction**

### **1.1 Purpose**

This Master Special Assessment Methodology Report (the “Report”) was developed to provide a master financing plan and a master special assessment methodology for the Enclave at Lake Geneva Community Development District (the “District”), located entirely within the City of Fruitland Park, Lake County, Florida, as related to funding the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District.

### **1.2 Scope of the Report**

This Report presents projections for financing the District’s public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) as described in the Master Engineer’s Report of Wohlfarth Consulting Group, LLC (the “District Engineer”) dated November 2024 (the “Engineer’s Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s CIP enables properties within its boundaries to be developed.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District’s boundaries.

The CIP will provide infrastructure and improvements which are all necessary in order to make the lands within the District developable

and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

#### **1.4 Organization of the Report**

*Section Two* describes the development program as proposed by the Developer, as defined below.

*Section Three* provides a summary of the CIP as determined by the District Engineer.

*Section Four* discusses the current financing program for the District.

*Section Five* discusses the special assessment methodology for the District.

### **2.0 Development Program**

#### **2.1 Overview**

The District serves the Enclave at Lake Geneva development (the “Development” or “Enclave at Lake Geneva”), a master planned, residential development located entirely within the City of Fruitland Park, Lake County, Florida. The land within the District currently consists of approximately 135.40 +/- acres and is generally located south of Lake Ella Road and north of Spring Lake Road, although parcel of land (the “Future Expansion Parcel”) consisting of approximately 9.67 +/- acres is anticipated to be added to the District, after completion of which, the size of the District will total approximately 145.07 +/- acres.

#### **2.2 The Development Program**

The development of Enclave at Lake Geneva is anticipated to be conducted by Lake Saunders Groves Land, LLP or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan for the District’s existing boundaries envisions 157 Single-family 40’ units and 216 Single-family 50’ units for a total of 373 residential units, while the development plan for the Future Expansion Parcel envisions 48 Single-family 50’ units for a total of 421 residential units developed

in multiple phases, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

### **3.0 The CIP**

#### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

#### **3.2 The Capital Improvement Plan**

The CIP needed to serve the Development is projected to consist of stormwater management system, on-site wetland conservation/mitigation, public roadways (on-site), public roadways (off-site), water, wastewater & reclaim, hardscape, landscape & irrigation, streetlights/ buried electric lines, and recreational amenities (active and passive), as well as professional services and contingency all as set forth in more detail in the Engineer's Report.

The cost of the infrastructure necessary for the development of the 373 residential units projected to be developed within the current District boundary as detailed in the Engineer's Report is estimated at \$15,675,000, while the cost of the infrastructure necessary for the development of the additional 48 residential units projected to be developed within the Future Expansion Parcel is estimated at \$2,640,000.

The infrastructure included in the CIP will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the CIP are estimated at \$18,315,000. Table 2 in the *Appendix A* illustrates the specific components of the CIP and their costs.

## 4.0 Financing Program

### 4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

As noted in *Section 2.2*, the current boundaries of the District are projected to be expanded at a future date. For the purposes of estimating the amount of bonded debt necessary for funding of the public infrastructure improvements necessary for the development of the 373 residential units within the current boundaries of the District, this Report projects that the District would have to issue an estimated \$21,785,000 in par amount of special assessment bonds as illustrated in Table 3A in the *Appendix*.

Once the District's boundaries have been expanded to include the Future Expansion Parcel, even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund the costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$25,395,000 in par amount of special assessment bonds (the "Bonds") as illustrated in Table 3B in the *Appendix*.

**Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the expanded District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.**

### 4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the principal amount of \$25,395,000 to finance CIP costs at \$18,315,000. The Bonds as projected under this master financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November

1, and principal payments on the Bonds would be made every May 1 or November 1.

In order to finance the improvement costs, the District would need to borrow more funds and incur indebtedness in the total amount of \$25,395,000. The difference is comprised of funding debt service reserves, funding capitalized interest, and paying costs of issuance, including the underwriter's discount.

**Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.**

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, and are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance the CIP.

### **5.2 Benefit Allocation**

The current development plan for the District expanded to 145.07 +/- acres envisions 157 Single-family 40' units and 264 Single-family 40' units for a total of 421 residential units developed in multiple phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the CIP will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each

other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits (herein the "Bond Assessments"). Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied for, the improvement or debt allocated to that parcel.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the Appendix illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units, such as townhomes, will use and benefit from the District's improvements less than larger units, such as single-family units, as for instance, generally and on average smaller units may produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the CIP. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a



reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Tables 5A and 5B in the *Appendix* present the apportionment of the Bond Assessments in accordance with the ERU benefit allocation method presented in Table 4. Tables 5A and 5B also present the annual levels of the Bond Assessments per unit.

**Amenities.** No Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

**Government Property.** Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

### **5.3 Assigning Bond Assessment**

As the land in the District is not yet platted for its intended final use and the precise location of the residential units by lot or parcel is unknown, the Bond Assessment will initially be levied on the area of the District prior to the boundary change described in Section 2.1 and thus the total bonded debt in the amount of \$21,785,000 will be preliminarily levied on approximately 135.40 +/- gross acres at a rate of \$160,893.65 per acre on an equal pro-rata gross acre basis. Once the boundary change occurs and if the land in the District is still not platted for its intended final use and the precise location of the residential units by lot or parcel is unknown, total bonded debt in the amount of \$25,395,000 will be preliminarily levied on approximately 145.07 +/- acres at a rate of \$175,053.42 per acre on an equal pro-rata gross acre basis.

When the land is platted, the Bond Assessment will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Tables 5A and 5B in the *Appendix*. Such allocation of Bond Assessment from unplatted gross acres to platted parcels will reduce the amount of Bond Assessment levied on unplatted gross acres within the District.

***Transferred Property.*** In the event unplatted land is sold to a third party (the “Transferred Property”), the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting).

#### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are

greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of any Bond Assessments more than the determined special benefit peculiar to that property.

#### **5.6 True-Up Mechanism**

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the Appendix ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining

Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the District, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the

True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

## **5.7 Assessment Roll**

Based on the per gross acre assessment proposed in Section 5.3, the Bond Assessment of \$21,785,000 is proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

## **5.8 Additional Items Regarding Bond Assessment Imposition and Allocation**

***Master Lien*** - This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

***System of Improvements*** - As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund master improvements within any benefitted property or designated

assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

**Contributions** - As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, CIP infrastructure or other consideration, in order for Bond Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessment will not be eligible for “deferred costs” or any other form of repayment, if any are provided for in connection with any particular bond issuance.

**New Unit Types** - As noted herein, this report identifies the anticipated product types for the development, and associates particular ERU factors with each product type. If new product types are identified in the course of development, the District’s Assessment Consultant may determine the ERU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding ERUs. For example, if a Single Family 50’ unit has an ERU of 1.00, and a Single Family 40’ unit has an ERU of 0.80, then a new Single Family 55’ unit would have an ERU of 1.10.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is**

**Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**

## 7.0 Appendix

Table 1

### Enclave at Lake Geneva

#### Community Development District

##### Development Plan

Product Type	Current District Boundary Units	Expansion Parcel Units	Total Number of Units
Single-family 40'	157	-	157
Single-family 50'	216	48	264
<b>Total</b>	<b>373</b>	<b>48</b>	<b>421</b>

Table 2

### Enclave at Lake Geneva

#### Community Development District

##### Project Costs

Improvement	Current Boundary Costs	Expansion Parcel Costs	Total CIP Costs
Stormwater Management System	\$1,300,000.00	\$350,000.00	\$1,650,000.00
On-Site Wetland Conservation/ Mitigation	\$50,000.00	-	\$50,000.00
Public Roadways (On-site)	\$5,400,000.00	\$700,000.00	\$6,100,000.00
Public Roadways (Off-site)	\$450,000.00	\$250,000.00	\$700,000.00
Water, Wastewater & Reclaim	\$5,000,000.00	\$700,000.00	\$5,700,000.00
Hardscape, Landscape & Irrigation	\$150,000.00	\$150,000.00	\$300,000.00
Streetlights/ Buried Electric Lines	\$250,000.00	\$100,000.00	\$350,000.00
Recreational Amenities (Active & Passive)	\$1,250,000.00	-	\$1,250,000.00
Professional Services	\$400,000.00	\$150,000.00	\$550,000.00
Contingency	\$1,425,000.00	\$240,000.00	\$1,665,000.00
<b>Total</b>	<b>\$15,675,000.00</b>	<b>\$2,640,000.00</b>	<b>\$18,315,000.00</b>

Table 3A

### Enclave at Lake Geneva

#### Community Development District

##### Preliminary Sources and Uses of Funds - Current District Boundaries

##### Sources

Bond Proceeds:

Par Amount	\$21,785,000.00
<b>Total Sources</b>	<b>\$21,785,000.00</b>

##### Uses

Project Fund Deposits:

Project Fund	\$15,675,000.00
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Other Fund Deposits:

Debt Service Reserve Fund	\$1,935,105.64
Capitalized Interest Fund	\$3,485,600.00

Delivery Date Expenses:

Costs of Issuance	\$685,700.00
Rounding	\$3,594.36

<b>Total Uses</b>	<b>\$21,785,000.00</b>
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##### Financing Assumptions

Coupon Rate: 8%

Capitalized Interest Period: 24 months

Term: 30 Years

Underwriter's Discount: 2%

Cost of Issuance: \$250,000



Table 3B

## Enclave at Lake Geneva

### Community Development District

#### Preliminary Sources and Uses of Funds - Total CIP

##### Sources

Bond Proceeds:	
Par Amount	\$25,395,000.00
<b>Total Sources</b>	<b>\$25,395,000.00</b>

##### Uses

Project Fund Deposits:	
Project Fund	\$18,315,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$2,255,772.67
Capitalized Interest Fund	\$4,063,200.00
Delivery Date Expenses:	
Costs of Issuance	\$757,900.00
Rounding	\$3,127.33
<b>Total Uses</b>	<b>\$25,395,000.00</b>

##### Financing Assumptions

Coupon Rate: 8%  
 Capitalized Interest Period: 24 months  
 Term: 30 Years  
 Underwriter's Discount: 2%  
 Cost of Issuance: \$250,000

Table 4

## Enclave at Lake Geneva

### Community Development District

#### Benefit Allocation

Product Type	Current District Boundary Units	ERU Weight	Total ERU	Percent of Total ERU
Single-family 40'	157	0.80	125.60	32.24%
Single-family 50'	216	1.00	216.00	55.44%
<b>Total</b>	<b>373</b>		<b>341.60</b>	<b>87.68%</b>

Product Type	Expansion Parcel Units	ERU Weight	Total ERU	Percent of Total ERU
Single-family 40'	-	0.80	-	-
Single-family 50'	48	1.00	48.00	12.32%
<b>Total</b>	<b>48</b>		<b>48.00</b>	<b>12.32%</b>

Product Type	Total Number of Units	ERU Weight	Total ERU	Percent of Total ERU
Single-family 40'	157	0.80	125.60	32.24%
Single-family 50'	264	1.00	264.00	67.76%
<b>Total</b>	<b>421</b>		<b>389.60</b>	<b>100.00%</b>

Table 5A

## Enclave at Lake Geneva

### Community Development District

#### Assessment Apportionment

Product Type	Current District Boundary Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Single-family 40'	157	\$5,763,407.49	\$8,009,941.45	\$51,018.74	\$4,821.13
Single-family 50'	216	\$9,911,592.51	\$13,775,058.55	\$63,773.42	\$6,026.41
<b>Total</b>	<b>373</b>	<b>\$15,675,000.00</b>	<b>\$21,785,000.00</b>		

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

\*\* Includes county collection costs estimated at 4% (subject to change) and an early collection discount allowance estimated at 2% (subject to change)

Table 5B

## Enclave at Lake Geneva

### Community Development District

#### Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Debt Service Payment per Unit**
Single-family 40'	157	\$5,904,425.05	\$8,186,889.12	\$52,145.79	\$4,927.63
Single-family 50'	264	\$12,410,574.95	\$17,208,110.88	\$65,182.24	\$6,159.54
<b>Total</b>	<b>421</b>	<b>\$18,315,000.00</b>	<b>\$25,395,000.00</b>		

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

\*\* Includes county collection costs estimated at 4% (subject to change) and an early collection discount allowance estimated at 2% (subject to change)

## **Exhibit “A”**

Bond Assessments is the estimated amount of \$21,785,000 are proposed to be levied over the area as described below:

## **EXHIBIT A Legals Description for the Current Parcel and the expansion Property**

### **A. LEGAL DESCRIPTION for the original parcel 135.4 acres.**

#### **PARCEL 1:**

**The East 66 feet of the North 210 feet of the SE 1/4 of the NW 1/4 and the West 160 feet of the North 210 feet of the SW 1/4 of the NE 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.**

#### **PARCEL 2:**

**The North 511 feet of the NW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 24 East, lying West of the Railroad, Lake County, Florida.**

#### **PARCEL 3:**

**The NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS: Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, and run S 89°58'40" W, along the North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet to the Point of Beginning of this description; from said Point of Beginning, run S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33; thence S 89°54'10" W, along the South line of the NE 1/4 of the NW 1/4 a distance of 209.28 feet; thence N 00°02'26" E, 1326.67 feet, to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 33; thence N 89°58'40" E, along the North line of the NE 1/4 of the NW 1/4 a distance of 209.29 feet to the Point of Beginning. LESS the North 40 feet for right-of-way of Lake Ella Road.**

**FURTHER LESS AND EXCEPT any portion lying within the lands conveyed by that certain Warranty Deed recorded in Official Records Book 5942, Page 848, of the Public Records of Lake County, Florida.**

#### **PARCEL 4:**

**The East 240 feet of the N 1/2 of the SW 1/4 of the NW 1/4 and the West 550 feet of the N 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida.**

#### **PARCEL 5:**

**The South 209.88 feet of the West 157.5 feet of the East 682.5 feet of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet for road right of way for Spring Lake Road.**

#### **PARCEL 6:**

**Begin at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence East 1254 feet, thence South 210 feet, thence East 226 feet, thence North 210 feet, thence East to the Westerly right of way of the railroad, thence Southerly along said railroad right of way to South line of the SW 1/4 of the NE 1/4, thence West to the Southwest corner of the SE 1/4 of the NW 1/4, thence North 1320 feet to the Point of Beginning, LESS the West 550 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East.**

**PARCEL 7:**

**Begin at the NE corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, run thence South 900.5 feet, thence West 209.88 feet, thence South 209.88 feet, thence West 400.12 feet, thence North 1092.88 feet, thence East 610 feet to the Point of Beginning.**

**PARCEL 8:**

**Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 18 South, Range 24 East, Lake County, Florida, and run S 89°58'40" W, along said North line of the NE 1/4 of the NW 1/4, a distance of 380.35 feet, thence S 00°02'26" W, 1326.45 feet to a point on the South line of the NE 1/4 of the NW 1/4 of said Section 33, thence N 89°54'10" E, along said South line to the SE corner of the NE 1/4 of the NW 1/4, thence North along said East line of the NE 1/4 of the NW 1/4 to the Point of Beginning. LESS the North 40 feet thereof for right-of-way of Lake Ella Road.**

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

## RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District’s Board of Supervisors (the “**Board**”) to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

**WHEREAS**, the District previously adopted, after notice and public hearing, Resolution 2025-33, relating to the use of the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the “**Uniform Method**”) on properties within Parcels A-E of the development plan of the District; and

**WHEREAS**, the District desires to use the Uniform Method on properties within Parcel F (aka Windhorst) of the development plan of the District (“**Expansion Area**”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt the Uniform Method on \_\_\_\_\_, 2026, at 1:15 p.m., at the Fruitland Park Library, 604 W. Berkman Street, Fruitland Park, Florida 34731.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

*[Continued on next page]*

**PASSED AND ADOPTED** this 17th day of December, 2025.

ATTEST:

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors



**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

## RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Enclave at Lake Geneva Community Development District (the “**District**”) previously adopted, after notice and public hearing, Resolution 2025-35, relating to the imposition, levy, collection, and enforcement of special assessments on benefitted properties within Parcels A-E of the development plan of the District pursuant to that certain *Master Special Assessment Methodology Report*, dated November 18, 2024; and

**WHEREAS**, the Board of Supervisors (the “**Board**”) of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements within Parcel F (aka Windhorst) of the development plan of the District (the “**Expansion Area Improvements**”) described in the District’s *Master Engineer’s Report*, dated November 2024, attached hereto as **Exhibit A** and incorporated herein by reference (“**Capital Improvement Plan**”); and

**WHEREAS**, the lands within Parcel F of the District benefit from the Capital Improvement Plan; and

**WHEREAS**, it is in the best interest of the District to pay the cost of the Expansion Area Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “**Expansion Area Assessments**”); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Expansion Area Improvements and to impose, levy and collect the Expansion Area Assessments; and

**WHEREAS**, the District hereby determines that, with respect to Parcel F of the development plan of the District, benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Special Assessment Methodology Report*, dated November 18, 2024, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District Records Office**”); and

**WHEREAS**, the District hereby determines that the Expansion Area Assessments to be levied will not exceed the benefit to the property improved.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT:**

1. Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. Expansion Area Assessments shall be levied to defray a portion of the cost of the Expansion Area Improvements.
3. The nature and general location of, and plans and specifications for, the Expansion Area Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
4. The total estimated cost of the Expansion Area Improvements is \$2,640,000 (the “**Estimated Cost**”).
5. The Expansion Area Assessments will defray approximately \$25,395,000, which amounts include the Estimated Cost, plus financing-related costs, capitalized interest and a debt service reserve.
6. The manner in which the Expansion Area Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
7. The Expansion Area Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Expansion Area Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
8. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Expansion Area

Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

9. Commencing with the year in which the Expansion Area Assessments are levied and confirmed, the Expansion Area Assessments shall be paid in not more than (30) thirty annual installments. The Expansion Area Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Expansion Area Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Expansion Area Assessments may be collected as is otherwise permitted by law.
10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Expansion Area Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.
12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Lake County and to provide such other notice as may be required by law or desired in the best interests of the District.
13. This Resolution shall become effective upon its passage.

*[Continued to next page]*

**PASSED AND ADOPTED** this 17th day of December, 2025.

**ATTEST:**

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:**     *Master Engineer's Report*, dated November 2024

**Exhibit B:**     *Master Special Assessment Methodology Report*, dated November 18, 2024

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

9

## **RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

**WHEREAS**, the Board of Supervisors of the Enclave at Lake Geneva Community Development District (the "Board") has previously adopted Resolution 2025-29 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, in accordance with Resolution 2025-29, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431 (the "District Office").

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** There is hereby declared a public hearing to be held at 1:15 p.m. on \_\_\_\_\_, 2026, at the Fruitland Park Library, 604 W. Berkman Street, Fruitland Park, Florida 34731, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the District Office.

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Lake County (by two publications

one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 17th day of December, 2025.

ATTEST:

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors



**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, Enclave at Lake Geneva Community Development District (the "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 Fruitland Park, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of City of Fruitland Park, Florida, Ordinance No. 2024-01 creating the District (the "Ordinance") is February 22, 2024; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 3rd day of November,                    2026                    at                    \_\_\_\_:\_\_\_\_                    \_\_.m.,                    at

\_\_\_\_\_.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 17th day of December, 2025. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17th day of December, 2025.

Attest:

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF  
SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Enclave at Lake Geneva Community Development District (the "District") in the City of Fruitland Park, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

**DATE:** November 3, 2026

**TIME:** \_\_\_\_:\_\_\_\_.m.

**PLACE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: \_\_\_\_:\_\_\_\_.m.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

## LANDOWNER PROXY

### ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT CITY OF FRUITLAND PARK, FLORIDA LANDOWNERS' MEETING – November 3, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Enclave at Lake Geneva Community Development District to be held at \_\_\_\_:\_\_\_\_ \_\_.m., on November 3, 2026 at \_\_\_\_\_, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

#### **Parcel Description**

#### **Acreage**

#### **Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
CITY OF FRUITLAND PARK, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Enclave at Lake Geneva Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
3.	_____	_____
4.	_____	_____
5.	_____	_____

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**AGREEMENT BY AND BETWEEN THE  
ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
AND FRUITLAND PARK DEVELOPMENT IV, LLC, REGARDING THE ACQUISITION  
OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**Enclave at Lake Geneva Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within the City of Fruitland Park, Florida (the “**District**”); and

**Fruitland Park Development IV, LLC**, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is 2544 Connection Point, Oviedo, Florida 32765 (the “**Landowner**,” together with the District, each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance enacted by the City Commission of the City of Fruitland Park, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, roadways, stormwater management systems, potable and reclaimed water and sewer systems, recreation, landscape/hardscape/irrigation, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Landowner is the owner of certain lands in the City of Fruitland Park, Florida, located within the boundaries of the District (the “**Development**”); and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and/or installation of certain infrastructure improvements, facilities, and services as detailed in the *Master Engineer’s Report* dated November 2024 (the “**Engineer’s Report**”), attached to this Agreement as **Exhibit A (“District Improvements”)**, and the anticipated costs of the District Improvements described in the Engineer’s Report are identified in the Engineer’s Report; and

**WHEREAS**, the District does not have sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related third-party development documents which would allow the timely commencement and completion of construction of the infrastructure improvements, facilities, and services within the Development (the “**Work Product**”); and

**WHEREAS**, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements described in Exhibit A until such time as the District has closed on the sale of its

capital improvement revenue bonds (the “**Bonds**”), the proceeds of which will be utilized as payment for the Work Product and the District Improvements contemplated by this Agreement; and

**WHEREAS**, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Landowner from implementing its planned development program, the Landowner will advance, fund, commence, and complete and/or cause third parties to commence and complete certain work to enable the District to expeditiously provide the infrastructure; and

**WHEREAS**, as of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the District Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements described in Exhibit A, if any such conveyances are appropriate (the “**Real Property**”), upon the terms and conditions contained herein; and

**WHEREAS**, the District and the Landowner are entering into this Agreement to ensure the timely provision of the District Improvements and completion of the Development.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. ACQUISITION DATE.** The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (“**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement.

**3. ACQUISITION OF WORK PRODUCT.** The District agrees to pay the actual reasonable cost incurred by the Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for the Work Product acquired with proceeds from the Bonds. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors the total actual amount of cost, which in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s bond trustee. In the event that the Landowner disputes the District Engineer’s opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select

a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the District's bond trustee. The foregoing engineering review and certification process shall hereinafter be referred to as the "**Review Process.**" The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements.

- A. The Landowner agrees to convey to the District any and all of its right, title and interest in the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third-party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the District's Board of Supervisors pursuant to and as set forth in this Agreement.
- B. Except as otherwise provided for in this Agreement, the Landowner agrees to release, or assign as applicable, to the District all transferrable right, title, and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights of Landowner in and to the Work Product, including any and all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised if owned by Landowner. To the extent determined necessary by the District, the Landowner shall use good faith efforts to obtain all releases from any professional providing services in connection with the Work Product acquired with the proceeds of the Bonds to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.
- C. Notwithstanding anything to the contrary contained herein: (i) Landowner's conveyance or assignment of the Work Product is made without representation or warranty whatsoever except as to Landowner's authority to convey and the absence of liens created by Landowner, and Landowner shall not be held liable for the Work Product or any defect therein except to the extent caused by Landowner's gross negligence or willful misconduct and (ii) Landowner reserves a license to use the Work Product as set forth below, including reliance upon and enforcement thereof. The District agrees to seek recovery for any loss with respect to the Work Product from any person or entity who created the Work Product or who has provided an applicable warranty that has been assigned to the District pursuant to Section 3.D. of this Agreement.

- D. The Landowner agrees to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, any transferable warranty for the person or entity who created the Work Product which is in favor of Landowner that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.
- E. The District hereby grants to Landowner, and Landowner hereby reserves, access to and the right to use the Work Product, without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any de minimus cost, such as copying costs, the Landowner agrees to pay such cost or expense.

**4. ACQUISITION OF DISTRICT IMPROVEMENTS.** The Landowner owns certain District Improvements identified in Exhibit A. The District agrees to acquire those portions of the District Improvements which were undertaken by the Landowner prior to the issuance of the District's Bonds intended to finance such District Improvements. When a portion of the District Improvements are completed and ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to each Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments necessary to convey such portion of the District Improvements as may be reasonably requested by the District in accordance (but not in conflict) with this Agreement, (iii) evidence that all contractors, subcontractors, and materialmen have been paid in full or appropriate lien waivers, and (iv) any other reasonable releases or documentation as may be reasonably requested by the District or Landowner in accordance (but not in conflict) with this Agreement. Any real property interests necessary for the functioning of the District Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5. The District Engineer in consultation with District Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the Review Process described in Section 3 above. The District's Manager (the "**District Manager**") shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental body, then the Landowner

agrees to cooperate and provide such certifications or documents as may reasonably be required by that governmental body, if any.

- B. The District Engineer shall certify as to the actual cost of any District Improvement, and the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Landowner agrees to cooperate fully in the transfer of any permits to the District or any governmental entity with maintenance obligations for any District Improvements conveyed pursuant to this Agreement.

**5. CONVEYANCE OF REAL PROPERTY.**

- A. Conveyance. The Landowner agrees that it will convey, or cause to be conveyed, to the District, at or prior to each Acquisition Date as reasonably determined by the District and Landowner, by a special warranty deed (or, if less than a fee estate, by easement or other instrument) reasonably acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the lands (or less interest therein) upon which the District Improvements are constructed or which are necessary for the operation and maintenance of, and access to the District Improvements. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the District Improvements are constructed as the District deems acceptable. Such special warranty deed (or, if less than fee estate, other instrument) shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed and/or grant to third parties the right to construct the District Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay all required closing costs (i.e., documentary stamps) if any, for the conveyance of the lands upon which the District Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the District Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, and if desired by the District, the Landowner shall provide, at its expense, an owner's title insurance policy or obtain an opinion of title in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Landowner shall have the right but not the obligation to cure such defects at no expense to the District, failing which

the District shall have the right to not acquire such interest.

- B. Boundary or Other Adjustments. Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Party requesting such adjustment shall pay any third-party transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other third-party transfer costs.

**6. TAXES, ASSESSMENTS, AND COSTS.**

- A. Taxes, assessments and costs resulting from Agreement. The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes or assessments are imposed upon the District's property or property interest, or the Landowner's property or property interest. As to any parcel of Real Property conveyed by Landowner pursuant to this Agreement, the potential obligations of the Landowner to pay such taxes and assessments that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of such parcel of Real Property. Notwithstanding the foregoing, the Parties represent to each other that they are not aware of any such taxes or assessments imposed upon the District as of the Effective Date of this Agreement.
- B. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to reserve an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, the prorated portion of any and all ad valorem taxes and

non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in October 2025, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2025. If any additional taxes are imposed on the District's property in 2025 for a period which property was owned by Landowner, then the Landowner agrees to reimburse the District for that additional amount.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

- C. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- D. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Bonds in good faith, and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior



Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds within six (6) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever; provided, however, that any Work Product, District Improvements, and Real Property previously conveyed to the District shall remain the property of the District. The Landowner acknowledges that the District intends to convey some or all of the District Improvements in the Engineer's Report to other local governments, and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**8. DEFAULT.** A default by either Party under this Agreement, which continues for a period of thirty (30) days after notice of such default, shall entitle the other Party to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or, if applicable, specific performance.

**9. ENFORCEMENT OF AGREEMENT.** In the event that either of the Parties is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other Party, in addition to all other relief granted or awarded, all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate proceedings and post-judgment collection proceedings.

**10. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Landowner relating to the subject matter of this Agreement.

**11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto.

**12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

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

- A. If to the Landowner: Fruitland Park Development IV, LLC  
2544 Connection Point  
Oviedo, Florida 32765  
Attn: Andon Calhoun

B. If to District: Enclave at Lake Geneva Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

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

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

**14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal Party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee (as defined in the Bond documents), acting at the direction of the Majority Owners (as defined in the Bond documents) of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or

materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld; provided, however, that this consent requirement shall only apply after the Bonds have been issued and shall terminate upon the discharge of the Bonds.

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

**17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

**18. EFFECTIVE DATE.** This Agreement shall be effective upon the later of the execution by the District and the Landowner.

**19. TERMINATION.** This Agreement may be terminated by the District or the Landowner without penalty in the event that the District does not issue its proposed Bonds.

**20. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

**22. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chair/Vice Chairperson

**FRUITLAND PARK DEVELOPMENT IV, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:**     *Master Engineer's Report* dated November 2024

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE  
ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
AND FRUITLAND PARK DEVELOPMENT IV, LLC**

**THIS CONSTRUCTION FUNDING AGREEMENT (“Agreement”)** shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**Enclave at Lake Geneva Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within the City of Fruitland Park, Florida (the “**District**”); and

**Fruitland Park Development IV, LLC**, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is 2544 Connection Point, Oviedo, Florida 32765 (the “**Landowner**,” together with the District, each a “**Party**” and collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Fruitland Park, Florida, pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Landowner is the owner of undeveloped lands located within the boundaries of the District (“**Development**”) upon which the District's improvements have been or will be made; and

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

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the District, as more particularly described in the *Master Engineer’s Report* dated November 2024, attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time, prior to the issuance of an anticipated future series of bonds, including construction and any design, engineering, legal, or other construction or administrative costs (collectively, the “**Project**”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary improvements for the Project, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with such improvements; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. FUNDING.** Landowner hereby acknowledges that the sole source of funding for the Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the construction of the Project, provided however that the District shall give the Landowner reasonable notice and a reasonable time to object to the cost or scope of work prior to commencing any developer-funded construction project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. At the Landowner's request, the District shall terminate any applicable construction contract in accordance with the termination provisions in said contract and the Landowner's funding obligation shall be limited to funding for work completed up to the effective date of termination; provided, however, that the Landowner shall also be responsible for the expense of any fees, costs or liabilities incurred by the District in complying with the Landowner's direction to terminate said contract.

**3. REPAYMENT.** The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within thirty (30) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within six (6) years of the date of this Agreement, and thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt

bonds) which might be levied or imposed by the District in the District's reasonable discretion, and this Agreement shall automatically terminate.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings, as awarded by such court or arbitrator.

**6. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

**9. NOTICES.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>A. If to District:</b>	Enclave at Lake Geneva Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
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**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Landowner:**

Fruitland Park Development IV, LLC  
2544 Connection Point  
Oviedo, Florida 32765  
Attn: Andon Calhoun

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

**10. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and permitted assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lake County, Florida, and the parties hereby consent to such exclusive jurisdiction.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Landowner agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection

with this Agreement, Landowner agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Landowner must:

- A. Keep and maintain public records required by the District to perform the service;
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Landowner does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Landowner or keep and maintain public records required by the District to perform the service. If Landowner transfers all public records to the District upon completion of this Agreement, Landowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Landowner keeps and maintains public records upon completion of the Agreement, Landowner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE LANDOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LANDOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT c/o WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PH: (561)571-0010, AND E-MAIL [CERBONEC@WHHASSOCIATES.COM](mailto:CERBONEC@WHHASSOCIATES.COM).**

**15. EXCULPATION.** No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

**16. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument. The parties agree that this Agreement may be electronically signed. The parties

agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

*[Remainder of this page left intentionally blank]*

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

**ATTEST:**

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair, Board of Supervisors

**WITNESS:**

**FRUITLAND PARK DEVELOPMENT IV, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

**Exhibit A:** *Master Engineer's Report* dated November 2024

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**ASSIGNMENT OF CONSTRUCTION AGREEMENT**  
**[ENCLAVE AT LAKE GENEVA PARCELS A-H]**

Assignor: Fruitland Park Development IV, LLC ("**Assignor**")  
Owner/Assignee: Enclave at Lake Geneva Community Development District ("**Assignee**")  
Contractor: Southern Development & Construction ("**Contractor**")  
Contract: *AIA Standard Form of Agreement between Developer and Contractor*, dated October 27, 2025 ("**Contract**" or "**Project**")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project that is further described by the Developer's Affidavit and Agreement Regarding Assignment of Contract (attached hereto as **Exhibit A**) and Contractor's Acknowledgement and Acceptance of Assignment and Release (attached hereto as **Exhibit B**). Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof relating to the Project, as amended by that Addendum to Contract (attached hereto as **Exhibit C**). Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Agreement by and between the Enclave at Lake Geneva Community Development District and Fruitland Park Development IV, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, effective \_\_\_\_\_, 2025, agrees to acquire all work conducted to date as part of the Project, as applicable. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in Exhibit C hereto are incorporated in and made a part of the Contract; in the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Contract, as amended and assigned, and Exhibit C, the terms and conditions of Exhibit C shall prevail. Contractor hereby releases and waives any claims it has or may have against the Assignor as a result of or in connection with the Contract and this assignment.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**").

**FRUITLAND PARK DEVELOPMENT IV, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_.

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_.  
Title: \_\_\_\_\_.

**SOUTHERN DEVELOPMENT & CONSTRUCTION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_.

**Exhibit A** – Developer's Affidavit and Agreement Regarding Assignment of Contract  
**Exhibit B** – Contractor's Acknowledgment and Acceptance of Assignment and Release  
**Exhibit C** – Addendum to Contract with Exhibits

**EXHIBIT A TO ASSIGNMENT OF CONSTRUCTION AGREEMENT**

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
[ENCLAVE AT LAKE GENEVA PARCELS A-H]**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of Fruitland Park Development IV, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_ serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Enclave at Lake Geneva Community Development District ("**District**") to accept an assignment of the Construction Agreement (defined below).
- (ii) The *AIA Standard Form of Agreement between Developer and Contractor*, dated October 27, 2025 ("**Construction Agreement**") between Developer and Southern Development & Construction ("**Contractor**"), and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Construction Agreement as it relates to certain improvements ("**Improvements**") as described in **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Construction Agreement.
- (iv) Developer has obtained a release from Contractor and all subcontractors and material suppliers thereto acknowledging the assignment of the Construction Agreement and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Developer has \_\_\_\_ executed a Demand Note Agreement in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**. <<OR>> The Contractor   X   has furnished and recorded a performance and payment

bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C** or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.

- (vi) Developer   X   represents and warrants that there are no outstanding liens or claims relating to the Construction Agreement or \_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (viii) Pursuant to the *Agreement by and between the Enclave at Lake Geneva Community Development District and Fruitland Park Development IV LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, effective \_\_\_\_\_, 2025, the District agrees to acquire any work previously conducted under the Construction Agreement by separate Bill of Sale and other supporting documentation.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**FRUITLAND PARK DEVELOPMENT IV, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Fruitland Park Development IV, LLC, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT A-1 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

*AIA Standard Form of Agreement between Developer and Contractor, dated October 27, 2025.*

**EXHIBIT A-2 TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

DESCRIPTION OF PROJECT

**EXHIBIT B TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
[ENCLAVE AT LAKE GENEVA PARCELS A-H]**

For ten dollars and such additional good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Southern Development & Construction ("**Contractor**"), hereby agrees as follows:

- (i) The *AIA Standard Form of Agreement between Developer and Contractor*, dated October 27, 2025, between Fruitland Park Development IV, LLC and Contractor ("**Construction Agreement**") has been assigned to the Enclave at Lake Geneva Community Development District ("**District**") as it relates to certain improvements ("**Improvements**") as described in **Exhibit A** attached hereto. Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Construction Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SOUTHERN DEVELOPMENT &  
CONSTRUCTION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Southern Development & Construction, on its behalf. S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

EXHIBIT A  
DESCRIPTION OF PROJECT

**EXHIBIT C TO DEVELOPER'S AFFIDAVIT AND AGREEMENT**

**PAYMENT AND PERFORMANCE BONDS**

## EXHIBIT C TO ASSIGNMENT OF CONSTRUCTION AGREEMENT

### ADDENDUM ("ADDENDUM") TO CONTRACT [ENCLAVE AT LAKE GENEVA PARCELS A-H]

1. **ASSIGNMENT.** This Addendum applies to that certain *AIA Standard Form of Agreement between Developer and Contractor*, dated October 27, 2025 ("**Contract**"), between the Enclave at Lake Geneva Community Development District ("**District**") and Southern Development & Construction ("**Contractor**"), for the work described therein generally referred to as Enclave at Lake Geneva Parcels A-H ("**Project**"), which Contract was assigned to the District simultaneous with the execution of this Addendum (and Addendum together with Contract and Assignment, the "**Agreement**"). To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Lake County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the date of final completion and acceptance of the project by the District. Contractor agrees that the District is a local unit of special-purpose government and not an "Owner" as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, staff, employees, and representatives also shall be named as additional insureds on a primary and non-contributory basis under all liability insurance policies provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under the Contract, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or the Contract Price, which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. WARRANTIES.** In addition to any warranties provided in the Contract, Contractor hereby warrants that the work and materials incorporated into the Project shall be and remain free from defects or flaws from the date of the Owner's acceptance of the work and for the reasonable, expected life of the completed Project, subject to any limitations required by applicable law; however, this provision is not intended to and shall not limit or shorten any express warranties provided in the Contract.



**8. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), *Florida Administrative Code*. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase

order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**9. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, which shall not exceed ten (10) business days from the date of the request, at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's

custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**11. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

**If to the District:** Enclave at Lake Geneva Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

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

**12. STATEMENT REGARDING PUBLIC INTEGRITY LAWS.** Contractor acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to the Agreement and that Contractor has reviewed and understands these requirements:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with*

*scrutinized companies;*

- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits;* and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited;* and
- f. Section 787.06, *Florida Statutes*, titled *Human Trafficking*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may immediately terminate the Agreement without penalty or further obligation if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws, and the Contractor shall be liable for any damages incurred by the District as a result of such violation.

Contractor certifies under penalty of perjury that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District in writing within five (5) business days of becoming aware of such change. By entering into the Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

Under penalties of perjury, I declare that I have read the foregoing Section 11 and that the facts stated in it are true.

**13. RESERVED.**

**14. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment and prior to commencement of any work involving trench excavations, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement and will comply with all requirements of Sections 553.60-553.64, Florida Statutes. The statements shall be substantially in the form of the attached **Exhibit A**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. CONFIDENTIALITY.** Given the District's status as a public entity, the parties agree that any terms of the Contract purporting to confidentiality, if any, do not apply as they relate to the District, and that instead the public records laws of the State of Florida, including Chapter 119, Florida Statutes, and any exemptions provided therein, if applicable, shall control. The Contractor acknowledges that the District cannot agree to keep confidential any records that are subject to Florida's public records laws and any exemptions provided therein, if applicable, shall control.

**17. CHOICE OF LAW.** The Agreement and the provisions of the Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida without regard to its conflicts of law provisions. Each party irrevocably consents and submits to the exclusive jurisdiction and venue of the courts located in Lake County, Florida for any litigation arising out of or related to this Agreement, and waives any objection to such jurisdiction or venue.

**18. COUNTERPARTS; ELECTRONIC SIGNATURES.** The Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**19. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall provide proof of E-Verify registration to the District upon request. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum, to be effective as of the Effective Date of the Assignment.

**SOUTHERN DEVELOPMENT & CONSTRUCTION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_, Board of Supervisors

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:**      Trench Safety Act Statement

## EXHIBIT A TO ADDENDUM TO CONTRACT

### ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



**CERTIFICATE OF DISTRICT ENGINEER  
FOR ASSIGNMENT OF IMPROVEMENTS  
(ENCLAVE AT LAKE GENEVA PARCELS A-H)**

\_\_\_\_\_, 2025

Board of Supervisors  
Enclave at Lake Geneva Community Development District

Re: Enclave at Lake Geneva Community Development District (Fruitland Park, Florida)  
Assignment of Improvements

Ladies and Gentlemen:

The undersigned, a representative of Wohlfarth Consulting Group, LLC ("**District Engineer**"), as District Engineer for the Enclave at Lake Geneva Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acceptance of certain improvements and assignment of construction agreements associated with same, all within the District's capital improvement program ("**Improvements**") as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A representative of Wohlfarth Consulting Group, LLC, has reviewed observable portions of the Improvements through site visits and inspections. A representative of Wohlfarth Consulting Group, LLC, has further reviewed certain documentation relating to the same, including but not limited to, the construction contract, agreements, invoices, plans, as-builts, permits, certificates of occupancy (if applicable), and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Master Engineer's Report*, dated November 2024 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. Any Improvements installed to date were installed in substantial accordance with their specifications and applicable building codes and regulations, and, subject to the design specifications, are capable of performing the functions for which they were intended and are suitable for their intended use by the District.
4. The total costs associated with the Improvements are as set forth in the construction contract and supporting documentation. Such costs are reasonable and equal to or less than each of the following: (i) what was to be paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements as of the date of this certification.
5. All known plans, permits and specifications necessary for the construction, operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and take assignment of the construction contract related to same.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

**WOHLFARTH CONSULTING GROUP, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, P.E., as \_\_\_\_\_ of Wohlfarth Consulting Group, LLC, on its behalf. He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

EXHIBIT A

DESCRIPTION OF PROJECT

## **BILL OF SALE**

### **COMPLETED IMPROVEMENTS TO DATE – ENCLAVE AT LAKE GENEVA PARCELS A-H**

KNOW ALL MEN BY THESE PRESENTS, on this \_\_\_\_ day of \_\_\_\_\_ 2025, that **FRUITLAND PARK DEVELOPMENT IV, LLC**, a Florida limited liability company, with a mailing address of 246 N. Westmonte Drive, Altamonte Springs, Florida 32714 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit: **SEE EXHIBIT A**

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that (i) it is the lawful owner of the above-described real property and assets; (ii) said real property and assets are free from all liens and encumbrances; (iii) Seller has good right to sell said real property and assets; (iv) all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; (v) Seller hereby warrants and/or guarantees to the District that the (a) improvements will be free from defects of materials and workmanship for a period of one (1) year from the date of the acceptance by the District and the Seller agrees that it will, at its own expense, repair and replace all materials or installations which violate the covenants herein contained; this Seller’s warranty and guarantee is in addition to any contractual guarantees and warranties relating to the Improvements, if any, which the Seller also hereby conveys to the District; and (vi) Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

Notwithstanding (v) above, Seller represents that, without independent investigation, it has no knowledge of any defects in the improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification; and by execution of this document, the Seller affirmatively represents that it has the contractual

right, consent, and lawful authority to any and all forms to take this action in this document in this form.

Nothing herein shall be construed as a waiver of Grantee's limitations on liability provided in section 768.28, *Florida Statutes*.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**FRUITLAND PARK DEVELOPMENT IV, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as  
\_\_\_\_\_ of Fruitland Park Development IV, LLC, a Florida limited liability  
company, on behalf of the company. The affiant is personally known to me or has produced  
\_\_\_\_\_ as identification.

[notary seal]

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

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

[Note: Exhibit A must contain a detailed description of all improvements being conveyed, including but not limited to infrastructure, utilities, roadways, drainage systems, and any other constructed improvements. The description should be sufficiently detailed to identify exactly what is being transferred to the District.]

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14**



**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14A**

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1 Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☒ No ☐

**Goal 1.2 Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☒ No ☐ Not Applicable ☐

District was established in February 2024 and website available 12 months after establishment.

### Goal 1.3

#### Access to Records Compliance

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☒ No ☐ Not Applicable ☐

See 1.2

---

## 2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

### Goal 2.1 District Infrastructure and Facilities Inspections

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐ Not Applicable ☒

As of September 2025, the District had not acquired and/or constructed any improvements.

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## 3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

### Goal 3.1 Annual Budget Preparation

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☒ No ☐ Not Applicable ☐

See 1.2

---

### Goal 3.2 Financial Reports

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☒ No ☐ Not Applicable ☐

See 1.2

---

### Goal 3.3 Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes ☐ No ☐ Not Applicable ☒

Not required.

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Cindy Cerbone  
District Manager

Cindy Cerbone  
Print Name

11-28-2024  
Date

Tom McNamara  
Chair/Vice Chair, Board of Supervisors

Tom McNamara  
Print Name

11-18-2024  
Date

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14B**

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT  
Performance Measures/Standards & Annual Reporting Form  
October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐ Not Applicable ☐

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### Goal 1.3

#### Access to Records Compliance

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐ Not Applicable ☐

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## 2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

### Goal 2.1 District Infrastructure and Facilities Inspections

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐ Not Applicable ☐

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## 3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

### Goal 3.1 Annual Budget Preparation

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐ Not Applicable ☐

---

---

### Goal 3.2 Financial Reports

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐ Not Applicable ☐

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### Goal 3.3 Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes ☐ No ☐ Not Applicable ☐

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District Manager

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Print Name

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Date

---

Date

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**15**

**RESOLUTION 2026-06**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Enclave at Lake Geneva Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Fruitland Park, Lake County, Florida; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District’s local records office shall be located as follows:

**LOCATION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

**ENCLAVE AT LAKE GENEVA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2025**



**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2025**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 20,698	\$ -	\$ 20,698
Due from Landowner	11,809	-	11,809
Total assets	<u>32,507</u>	<u>-</u>	<u>32,507</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 23,014	\$ -	\$ 23,014
Due to Landowner	-	10,488	10,488
Landowner advance	13,500	-	13,500
Total liabilities	<u>36,514</u>	<u>10,488</u>	<u>47,002</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	11,809	-	11,809
Total deferred inflows of resources	<u>11,809</u>	<u>-</u>	<u>11,809</u>
Fund balances:			
Unassigned	(15,816)	(10,488)	(26,304)
Total fund balances	<u>(15,816)</u>	<u>(10,488)</u>	<u>(26,304)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 32,507</u>	<u>\$ -</u>	<u>\$ 32,507</u>

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ -	\$ 105,290	0%
Total revenues	-	-	105,290	0%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	2,000	2,000	48,000	4%
Legal	-	-	25,000	0%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	2,000	0%
Trustee	-	-	5,000	0%
Telephone	17	17	200	9%
Postage	-	-	500	0%
Printing & binding	42	42	500	8%
Legal advertising	-	-	7,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,300	5,300	6,000	88%
Contingencies/bank charges	92	92	1,500	6%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	7,626	7,626	105,290	7%
Excess/(deficiency) of revenues over/(under) expenditures	(7,626)	(7,626)	-	
Fund balances - beginning	(8,190)	(8,190)	-	
Fund balances - ending	\$ (15,816)	\$ (15,816)	\$ -	

\*These items will be realized when bonds are issued

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

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balance - beginning	<u>(10,488)</u>	<u>(10,488)</u>
Fund balance - ending	<u><u>\$ (10,488)</u></u>	<u><u>\$ (10,488)</u></u>

**ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
ENCLAVE AT LAKE GENEVA  
COMMUNITY DEVELOPMENT DISTRICT**

The Enclave at Lake Geneva Community Development District held a Public Hearing, Regular Meeting and an Audit Committee Meeting on July 16, 2025 at 1:15 p.m., at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731.

**Present:**

Tom McNamara	Chair
Andon Calhoun (via telephone)	Vice Chair
Mary Eberhardt	Assistant Secretary
Tim Bayer	Assistant Secretary

**Also present:**

Chris Conti	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Tucker Mackie (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Conti called the meeting to order at 1:17 p.m.

Supervisors McNamara, Eberhardt, and Bayer were present. Supervisor Calhoun attended via telephone. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired Term of Seat 2; Term Expires November 2028 (the following will be provided in a separate package)**

This item was deferred.

- 39 A. Update: Required Ethics Training and Form 1 Disclosure Filing  
40 B. Board Membership, Obligations and Responsibilities  
41 C. Guide to the Sunshine Amendment and Code of Ethics for Public Officers and  
42 Employees 2023  
43 D. Chapter 190, Florida Statutes  
44 E. Form 8B: Memorandum of Voting Conflict  
45

**FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2025-42,  
Electing and Removing Officers of the  
District and Providing for an Effective Date

This item was deferred.

**FIFTH ORDER OF BUSINESS**

Public Hearing on Adoption of Fiscal Year  
2025/2026 Budget

- 52 A. Affidavit/Proof of Publication  
53  
54  
55 B. Consideration of Resolution 2025-43, Relating to the Annual Appropriations and  
56 Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending  
57 September 30, 2026; Authorizing Budget Amendments; and Providing an Effective  
58 Date  
59

60 Mr. Conti presented Resolution 2025-43. He reviewed the proposed Fiscal Year 2026  
61 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025  
62 budget, and explained the reasons for any changes. Ms. Cerbone stated that this is a  
63 Landowner-contribution budget, with expenses funded as they are incurred.

**On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor,  
the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor,  
the Public Hearing was closed.**

On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, Resolution 2025-43, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

▪ **Consideration of Budget Funding Agreement FY2026**

This item, previously the Thirteenth Order of Business, was presented out of order.

“Fruitland Park Development IV, LLC” will be inserted as the Developer/Landowner entity.

On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, the Fiscal Year 2026 Budget Funding Agreement, as amended, was approved.

**SIXTH ORDER OF BUSINESS**

**Recess Regular Meeting/Commencement  
of Audit Selection Committee Meeting**

The Regular Meeting recessed and the Audit Selection Committee Meeting commenced.

**SEVENTH ORDER OF BUSINESS**

**Review of Responses to Request for  
Proposals (RFP) for Annual Audit Services**

**A. Affidavit/Proof of Publication**

**B. RFP Package**

**C. Respondents**

Ms. Cerbone stated that District Management has worked with all three respondents, and all are qualified. Mr. Conti presented the following, along with his scores for each category and the reason for the scores, which are based on the Evaluation Matrix/Ranking form:

**I. Berger, Toombs, Elam, Gaines & Frank**

Bid: \$3,500 without bond issuance and \$4,900 with bond issuance.

**II. DiBartolomeo, McBee, Hartley & Barnes, P.A.**

Bid: \$3,200 for Fiscal Year 2025, \$3,350 for Fiscal Year 2026, \$3,500 for Fiscal Year 2027, \$3,600 for Fiscal Year 2028 and \$3,750 for Fiscal Year 2029, plus an additional \$1,250 with bond issuance.

Ms. Cerbone stated DiBartolomeo, McBee, Hartley & Barnes, P.A. notified her of its fee if bonds are issued, as that information was omitted from their bid response.

**III. Grau & Associates**

Bid: \$3,000 for Fiscal Year 2025, \$3,100 for Fiscal Year 2026 and \$3,200 for Fiscal Year 2027, plus an additional \$1,500 with bond issuance.

Discussion ensued regarding adding a penalty clause to the Engagement letter, to ensure audits are filed timely.

**D. Auditor Evaluation Matrix/Ranking**

The Audit Selection Committee accepted Mr. Conti's scores and ranking, as follows:

#1	Di Bartolomeo, McBee, Hartley & Barnes, P.A.	100 points
#2	Grau & Associates	99 points
#3	Berger, Toombs, Elam, Gaines & Frank	88 points

**On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, accepting Mr. Conti's scores and ranking of Di Bartolomeo, McBee, Hartley & Barnes, P.A. as the #1 ranked respondent to the RFP for Annual Audit Services, as the Audit Selection Committee's own scores and ranking, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting**

The Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

**NINTH ORDER OF BUSINESS**

**Consider Recommendation of Audit Selection Committee**

**• Award of Contract**

**On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, accepting the Audit Selection Committee's scores, ranking and recommendation of Di Bartolomeo, McBee, Hartley & Barnes, P.A., as the #1 ranked respondent to the RFP for Annual Audit Services, as the Board's own scores and ranking, and awarding the Annual Audit Services contract to Di Bartolomeo, McBee, Hartley & Barnes, P.A., the #1 ranked respondent, was approved.**



**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-44,  
Appointing a District Engineer and  
Authorizing an Agreement Relative to the  
Provision of Engineering Services;  
Providing a Severability Clause; and  
Providing an Effective Date**

Mr. Conti stated that there were no responses to the Request for Qualifications (RFQ) for Engineering Services; therefore, the Board can select the CDD Interim Engineering firm to serve as the District Engineer or solicit new bids.

Mr. Calhoun stated that Mr. Wohlfarth's mailing address needs to be updated to Lake Mary, Florida.

**On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, Resolution 2025-44, as amended, Appointing Wohlfarth Consulting Group, LLC as District Engineer and Authorizing an Agreement Relative to the Provision of Engineering Services; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-23,  
Designating the Location of the Local  
District Records Office and Providing an  
Effective Date**

This item was deferred.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Goals and Objectives  
Reporting FY2026 [HB7013 - Special  
Districts Performance Measures and  
Standards Reporting]**

Ms. Cerbone presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards. She noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

- Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Budget Funding Agreement FY2026**

This item was presented following the Fifth Order of Business.

**FOURTEENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of May 31, 2025**

On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, the Unaudited Financial Statements as of May 31, 2025, were accepted.

**FIFTEENTH ORDER OF BUSINESS****Approval of April 23, 2025 Public Hearing and Regular Meeting Minutes**

On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, the April 23, 2025 Public Hearing and Regular Meeting Minutes, as presented, were approved.

**SIXTEENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Kutak Rock LLP**

Ms. Mackie stated that the City of Fruitland Park first boundary amendment reading and assessment hearing was successful; the second and final hearing is scheduled for August 28, 2025.

**B. District Engineer (Interim): Wohlfarth Consulting Group, LLC**

Going forward, "(Interim)" will be removed from the above title.

There was no report.

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

Mr. Conti reminded the Board Members to file Form 1 Financial Disclosure electronically. He will re-email the link to complete the required four hours of ethics training by December 31, 2025.

- **UPCOMING MEETINGS**

- **August 20, 2025 at 1:15 PM**

- **September 17, 2025 at 1:15 P M**

- **QUORUM CHECK**

The August 20, 2025 meeting will be cancelled. The next meeting will be held on September 17, 2025, unless cancelled.

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

There were no Board Members' comments or requests.

**EIGHTEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**NINETEENTH ORDER OF BUSINESS****Adjournment**

<b>On MOTION by Mr. McNamara and seconded by Mr. Bayer, with all in favor, the meeting adjourned at 1:45 p.m.</b>
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**ENCLAVE AT LAKE GENEVA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

ENCLAVE AT LAKE GENEVA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>1:15 PM</del>
November 19, 2025 <b>CANCELED</b>	<del>Regular Meeting</del>	<del>1:15 PM</del>
December 17, 2025	Regular Meeting	1:15 PM
January 21, 2026	Regular Meeting	1:15 PM
February 18, 2026	Regular Meeting	1:15 PM
March 18, 2026	Regular Meeting	1:15 PM
April 15, 2026	Regular Meeting	1:15 PM
May 20, 2026	Regular Meeting	1:15 PM
June 17, 2026	Regular Meeting	1:15 PM
July 15, 2026	Regular Meeting	1:15 PM
August 19, 2026	Regular Meeting	1:15 PM
September 16, 2026	Regular Meeting	1:15 PM