

***Downtown Doral South
Community Development District***

September 16, 2026

Downtown Doral South Community Development District

Updated Agenda

Seat 4: Francisco Bird – C.	
Seat 3: Jaime Mercado – V.C.	
Seat 5: Lidy Hernandez – A.S.	
Seat 1: Gerardo Cabral – A.S.	
Seat 2: Felix Bravo – A.S.	

**Wednesday
September 16, 2026
12:00 p.m.**

**Community Clubhouse
4651 N.W. 82nd Avenue Doral, Florida
[Join the meeting now](#)**

**Meeting ID: 281 981 539 812 1 and Passcode: aZ7TE2ja
1 872-240-4685 and Phone Conference ID: 673 008 675#**

1. Roll Call
2. Approval of Minutes of August 19, 2026 – **Page 4**
3. Consideration of Raptor Vac-Systems Storm Drain Maintenance Proposal – **Page 16**
4. Club Acquisition Update
 - A. Discussion of:
 - 1) Clubhouse Management Agreement(s)
 - 2) Clubhouse Hours of Operation, and Schedule of Fees and Charges – **Page 17**
 - 3) Clubhouse Rules – **Page 31**
 - 4) Due Diligence Items
 - B. Update Regarding Bond Validation Proceeding
5. Staff Reports
 - A. Attorney – Memorandum – 2026 Legislative Update – **Page 67**
 - B. Engineer
 - C. Field Manager – Field Report – **Page 73**
 - D. Manager
 - 1) Final Approval of the FY2025 – FY2026 Report Performance Measures and Standards - **Page 84**
 - 2) Consideration of FY2026- FY2027 Performance Measures and Standards as Required by Florida Statute 189.0694 – **Page 89**
6. Financial Reports
 - A. Approval of Check Register – **Page 94**
 - B. Approval of Unaudited Financials – **Page 100**
7. Audience Comments – **As per District's rules, each speaker has 3 minutes to provide comments**
8. Supervisors Requests
9. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.downtowndoralsouthcdd.com>

MINUTES OF THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Downtown Doral South Community Development District was held on Wednesday, August 19, 2026, at 6:00 p.m. at 4651 N.W. 82nd Avenue, Doral, Florida.

Present and constituting a quorum were:

Francisco Bird	Chairman
Jamie Mercado	Vice Chairman
Felix Bravo	Assistant Secretary

Also present were:

Scott Cochran	District Counsel
Juan Alvarez	District Engineer
Ben Quesada	District Manager
Mayra Padilla	Governmental Management Services
Juliana Duque	Governmental Management Services
Terry Glynn	Governmental Management Services (by phone)
Pedro Hernandez	HOA Manager
Dylan Schwartz	FMS Bonds
Rhonda Mossing	MBS Capital Markets (by phone)
Ed Bulleit	MBS Capital Markets (by phone)
Steve Sanford	Bond Counsel (by phone)
Michael Miller	Guest (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Quesada called the meeting to order, called the roll and stated we have a quorum.

Mr. Quesada requested with the Board's approval moving item No. 7 on the agenda to the top of the agenda and start with the financial matters related to the possible club acquisition. *(The Board had no objection and agreed with Mr. Quesada's request)*

SEVENTH ORDER OF BUSINESS

Discussion of:

A. Financial Matters Related to the Possible Club Acquisition

1) Engagement Letter with FMS Bonds

Mr. Quesada moved down to item No. 7A-1 and stated included in the agenda on page 79 was the engagement letter from FMS Bonds. He also stated that FMS Bonds had provided updated documentation which was handed out to the Board members and Dylan Schwartz from FMS Bonds was in attendance to make a short presentation relating to their engagement letter.

(Mr. Schwartz then gave a brief presentation along with some historical background relating to his company and municipal bonds, the terms and conditions of their proposed engagement letter, and a brief overview of the potential clubhouse transaction)

(At this point there was a discussion among the Board members and Mr. Schwartz regarding to his presentation)

2) Engagement Letter with MBS Capital Markets

Mr. Quesada stated included in the agenda on page 85 was an engagement letter from MBS Capital Markets, another bond underwriting firm, and Rhonda Mossing was on the phone to make a short presentation regarding their engagement letter.

(Ms. Mossing then gave a brief presentation along with some historical background relating to her company and municipal bonds, the terms and conditions of their proposed engagement letter, and a brief overview of the potential clubhouse transaction)

(At this point there was a discussion among the Board members and Ms. Mossing regarding to her presentation)

Mr. Quesada asked for direction from the Board regarding the two presentations and how they wished to proceed.

3) Update on Purchase and Sales Agreement

Mr. Cochran gave a brief update on the purchase and sales agreement (PSA) stating at the last meeting it was discussed in general terms about the 60-day due diligence and the seller agreed to let the Board do their due diligence and inspections. He also stated the other general discussion was about indemnity versus release, and the Board agreed they would be amenable to certain release language but, indemnification would be a non-starter. Mr. Cochran then stated he communicated that to the seller's attorney, and the seller's attorney provided two revisions to the PSA since the last Board meeting. Mr. Cochran made

a few additional comments regarding those revisions and highlighted some of them in the document. He also stated they could negotiate the PSA further by having a special meeting as quickly as possible, but the closing date in the current version of the PSA was October 28th, with a provision that the bonds would need to be issued by November 23rd to hold the current purchase price.

(At this point there was a lengthy discussion among the Board members, Mr. Cochran, Mr. Sanford, Mr. Alvarez, Mr. Quesada, Mr. Schwartz, Ms. Mossing and Ms. Duque relating to this item)(The Board agreed to move forward with FMS Bonds for the clubhouse transaction and also to set a Special Meeting on August 31, 2026 to approve the PSA and any other related items as discussed)

On MOTION by Mr. Bravo seconded by Mr. Bird with all in favor, accepting the engagement letter with FMS Bonds as presented was approved.

On MOTION by Mr. Bird seconded by Mr. Bravo with all in favor, authorizing staff to advertise a Special Meeting on August 31, 2026 at 9:00 a.m. at 4651 NW 82nd Avenue, Doral, Florida was approved.

4) Engineering Report

Mr. Quesada moved to item #4 engineering report and indicated it was included in the agenda on page 111. He then asked Mr. Alvarez to give a brief overview relating to this item.

Mr. Alvarez gave a brief explanation of the engineering report at this time and stated he had met with Mr. Bird to go over the additional costs and improvements the Board had requested at a prior meeting.

(At this point there was a discussion among the Board members, Mr. Alvarez, Mr. Cochran and Mr. Quesada relating to this item)(Mr. Alvarez stated if there were no other questions from the Board he would modify the report as discussed for the additional improvements discussed at this meeting)

Mr. Cochran stated the Board would need to make a motion to approve the engineers report in substantial final form with the increase from \$925,000 to \$1,000,000 for the additional improvements as discussed.

On MOTION by Mr. Mercado seconded by Mr. Bird with all in favor, accepting the Engineering report with the adjusted improvement costs and structural inspections for a total amount of \$41,000 in final substantial form was approved.

5) Master Assessment Methodology

Mr. Quesada moved to item #5 master assessment methodology and indicated this was included in the agenda on page 124. He then asked Ms. Duque to give an overview relating to this item.

Ms. Duque then gave a detailed explanation of the master assessment methodology at this time.

(At this point there was a discussion among the Board members, Ms. Duque, Mr. Quesada, Mr. Cochran, Mr. Sanford and Mr. Alvarez relating to this item)

Mr. Duque then asked for any questions or comments and then asked for a motion to approve the master assessment methodology in substantial final form and allow District staff to make any necessary adjustments to bring back to the August 31st special meeting.

Mr. Cochran restated the motion for the Board indicating it would a motion to approve the master assessment methodology report in substantial final form reflecting the purchase price of \$28,413,000, with the modifications to the engineers report of \$1,00,000 discussed by the District engineer, with a PAR amount of \$38,000,000 for the bonds.

On MOTION by Mr. Bird seconded by Mr. Bravo with all in favor, accepting the Master Assessment Methodology in substantial final form reflecting the purchase price of \$28,413,000, with modifications to the engineers report of \$1,000,000 as discussed by District Engineer, with a PAR amount of \$38,000,000 for the bonds and authorize District staff to make those changes was approved.

6) Environmental Site Assessment Phase 1

a. MEC Engineering Proposal

b. Nelco Testing and Engineering Services, Inc. Proposal

Mr. Quesada presented item #6, environmental site assessment phase 1.

Mr. Cochran suggested skipping over this item and moving down the agenda to resolution #2026-07, the bond authorizing resolution for Mr. Sanford to present.

B. Consideration of Resolution #2026-07 Bond Authorizing Resolution
1) Exhibit A – Form of Supplemental Trust Indenture

Mr. Quesada then moved down to item B, consideration of resolution #2026-07, the bond authorizing resolution and stating this resolution was included in the agenda on page 164 and would also be subject to the changes as discussed at this meeting. He then asked Mr. Sanford to present this item.

Mr. Sanford first made a few initial points prior to giving an explanation of the resolution. He then asked for any questions or comments and upon hearing none, he asked for a motion to adopt the resolution as amended.

On MOTION by Mr. Bird seconded by Mr. Bravo with all in favor, Resolution #2026-07 the Bond Authorizing Resolution, along with Exhibit A as amended with the PAR amount change in substantial final form as discussed was approved.

6) Environmental Site Assessment Phase 1 (Cont.)
a. MEC Engineering Proposal
b. Nelco Testing and Engineering Services, Inc. Proposal

Mr. Quesada moved back to item #6, environmental site assessment phase 1 and suggested they could table this item to the August 31st special meeting if the Board wished to do so. *(The Board had no objection and agreed with Mr. Quesada's suggestion)*

SECOND ORDER OF BUSINESS

**Approval of Minutes of the
June 17, 2026 and July 15,
2026 Meetings**

Mr. Quesada then presented the minutes from the June 17, 2026 and July 15, 2026 meetings and stated those were included in the agenda package. He then asked for any comments or corrections from the Board and upon hearing none, he asked for a motion to approve the minutes.

On MOTION by Mr. Mercado seconded by Mr. Bird with all in favor, the Minutes of the June 17, 2026 and July 15, 2026 Meetings were approved.

THIRD ORDER OF BUSINESS

Consideration of Resolution #2026-04 Re-setting the Public Hearing

Mr. Quesada presented item No. 3, consideration of resolution #2026-04 re-setting the public hearing and gave a brief explanation of this item. He then asked for any questions or comments and upon hearing none, he asked for a motion to adopt the resolution.

On MOTION by Mr. Bravo seconded by Mr. Mercado with all in favor, Resolution #2026-04 re-setting the Public Hearing was approved.

FOURTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2027 Budget

Mr. Quesada presented item No. 4, the public hearing to adopt the fiscal year 2027 budget and stated this item was included in the agenda on page 16.

A. Motion to Open the Public Hearing

Mr. Quesada then asked for a motion to open the public hearing.

On MOTION by Mr. Bird seconded by Mr. Mercado with all in favor, opening the Public Hearing was approved.

B. Public Comment and Discussion

C. Consideration of Resolution #2026-05 Annual Appropriation Resolution

Mr. Quesada stated Mr. Miller, a member of the public audience attending by phone and asked him for any comment or discussion relating to the budget. Mr. Miller had no comment at this time. Mr. Quesada then stated this was the same budget that was proposed at a prior meeting and there were no increases to the assessments, therefore, it was exactly the same O&M as the previous year's budget. He then moved on to item C, consideration of resolution #2026-05, the annual appropriation resolution, gave a brief explanation of the resolution and asked for any questions or comments. Upon hearing none, he asked for a motion to adopt the resolution.

On MOTION by Mr. Bravo seconded by Mr. Bird with all in favor, Resolution #2026-05 the Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2026-06 Levy of Non Ad Valorem Assessments

Mr. Quesada presented resolution #2026-06 the levy of the Non-Ad Valorem Assessments, gave a brief explanation of the resolution and then asked for any questions or comments. Upon hearing none, he asked for a motion to adopt the resolution.

On MOTION by Mr. Bravo seconded by Mr. Bird with all in favor, Resolution #2026-06 Levy of Non-Ad Valorem Assessments in substantial final form as amended was approved.

E. Motion to Close the Public Hearing

Mr. Quesada then asked for a motion to close the public hearing.

On MOTION by Mr. Bird seconded by Mr. Mercado with all in favor, closing the Public Hearing was approved.

FIFTH ORDER OF BUSINESS

Consideration of:

A. Fountain Service Agreement with Florida's Bright and Blue Pools

Mr. Quesada presented the fountain service agreement with Florida's Bright and Blue Pools and indicated this was included in the agenda on page 65. He then gave a brief explanation of the item and asked for any questions or comments. Upon hearing none, asked for a motion to approve.

On MOTION by Mr. Bird seconded by Mr. Mercado with all in favor, accepting the Fountain Service Agreement with Florida's Bright and Blue Pools in the amount of \$1,950 per month and authorizing District staff to draft an agreement was approved.

B. Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2026

Mr. Quesada presented the engagement letter with Grau & Associates to perform the audit for fiscal year ending September 30, 2026, gave a brief explanation of the item. He then asked for any questions or comments and upon hearing none, asked for a motion to accept the engagement letter.

On MOTION by Mr. Bird seconded by Mr. Mercado with all in favor, accepting the engagement letter with Grau & Associates to perform the audit for Fiscal Year ending September 30, 2026 was approved.

SIXTH ORDER OF BUSINESS

Ratification of Memorandum of Understanding between the City of Doral for Parking Enforcement and Downtown Doral South Community Development District

Mr. Quesada moved to item No. 6, ratification of memorandum of understanding with The City of Doral for parking enforcement and Downtown Doral South CDD and indicated this item was included in the agenda. He then gave a brief explanation of this item and asked for any questions or comments. Upon hearing none he asked for a motion to ratify the MOU.

Mr. Cochran also made a few additional comments as well stating again the City of Doral had approved the MOU on their side with all the CDD's proposed changes. He also stated the next step would be for the District to have a public hearing on the Rules, but he needed to confirm with his co-workers whether or not the Board would be authorized to execute the MOU prior to adopting the Rules and if they needed to wait for the enforcement of those Rules until the public hearing had taken place. Mr. Cochran then asked for a motion authorizing execution of the MOU subject to legal review and approval. He also indicated he would work with District management to get the advertisements done as quickly as possible with the goal of a public hearing date of July 30th.

On MOTION by Mr. Bird seconded by Mr. Mercado with all in favor, ratifying the MOU between the City of Doral for Parking Enforcement and Downtown Doral South Community Development District was approved.

SEVENTH ORDER OF BUSINESS

Discussion of (Cont.)

A. Financial Matters Related to the Possible Club Acquisition

- 1) Engagement Letter with FMS Bonds**
- 2) Engagement Letter with MBS Capital Markets**
- 3) Update on Purchase and Sales Agreement**
- 4) Engineering Report**
- 5) Master Assessment Methodology**

(These items were addressed earlier in the meeting)

6) Environmental Site Assessment Phase 1

c. MEC Engineering Proposal

d. Nelco Testing and Engineering Services, Inc. Proposal

(This item to be discussed at the August 31st Meeting)

C. Consideration of Resolution #2026-07 Bond Authorizing Resolution

1) Exhibit A – Form of Supplemental Trust Indenture

(This item was addressed earlier in the meeting)

EIGHTH ORDER OF BUSINESS

Discussion of:

A. Parking Update

B. Food Vendor and Golf Cart Storage Facilities

Mr. Quesada indicated that due to time constraints and also having a special meeting coming up at the end of August, at the next regular monthly meeting they would have more time to discuss the parking rules so he suggested they table the above listed items until so time.

NINTH ORDER OF BUSINESS

Staff Report

A. Attorney – Memorandum – 2026 Legislative Update

Mr. Cochran stated if the Board had no objection he would suggest deferring this item to the next regular Board meeting. *(The Board had no objection and agreed with Mr. Cochran's suggestion)*

B. Engineer – District Engineer's Report for Fiscal Year 2026-2027

Mr. Quesada moved down to the District Engineer's report for fiscal year 2026-2027 and stated this was included in the agenda on page 235, that it was part of the bond indenture and the engineer did perform the annual engineers report. He then asked Mr. Alvarez if he had any further comments.

Mr. Alvarez made a few comments stating this is something that is required by the bond indenture of the bonds, and the trustee and bondholders are interested in knowing the infrastructure financed with the bond proceeds was being kept in good condition.

Mr. Quesada asked for any questions or comments and upon hearing none, asked for a motion to accept the District Engineer's report.

On MOTION by Mr. Bravo seconded by Mr. Bird with all in favor, accepting the District Engineer's Report for Fiscal Year 2026-2027 was approved.

C. Field Manager – Monthly Report

Mr. Quesada moved down to field manager report and asked Ms. Padilla for her report.

Ms. Padilla stated the Board had previously approved some pressure cleaning for the Paseos which was completed. She also indicated there was a proposal from The Lake Doctors on page 259 of the agenda.

Mr. Quesada indicated he had received a few emails from residents living along the lake where there is a very large littoral shelf and a lot of shallow areas and the lake maintenance company needs to put a small boat into the lake to be able to treat the aquatic vegetation along those shallow areas. He also stated the District had already paid for 6 months of service for the hotter months to take care of those issues but, the proposal was for grass carp fish stocking in the self-contained retention pond in the amount of \$2,330.

(At this point there was a discussion among the Board members, Mr. Quesada and Ms. Duque relating to this item on how to treat the lake or perhaps obtained suggestions from the lake maintenance vendor for a possible fountain or other equipment)

On MOTION by Mr. Bird seconded by Mr. Bravo with all in favor, accepting the proposal from The Lake Doctors for grass carp fish stocking in the retention pond not to exceed \$2,330 was approved.

Ms. Padilla also stated they had some recent storms which resulted in the loss of 4 trees and there was a proposal from Equator Landscaping on page 261 of the agenda in the amount \$3,545 for tree replacement.

Mr. Quesada stated if the Board agreed he might be able to negotiate that price down a little bit but, they could approve a ceiling amount of not to exceed \$3,545 and he would go back and negotiate with the vendor.

(At this point there was a discussion among the Board members, Mr. Quesada and Mr. Glynn relating to this item and the individual unit pricing per tree)

On MOTION by Mr. Bird seconded by Mr. Bravo with all in favor, accepting the proposal from Equator Landscaping for replacement of 4 damaged trees not to exceed \$3,545 was approved.

D. Manager

1) Consideration of Proposed Fiscal Year 2027 Meeting Schedule

Mr. Quesada presented the proposed fiscal year 2027 meeting schedule which was included in the agenda on page 262 and gave a brief summary of the meeting dates. He then asked the Board if there were any conflicts or discussion and upon hearing none, asked for a motion to approve the meeting schedule.

On MOTION by Mr. Bravo seconded by Mr. Bird with all in favor, accepting the proposed Fiscal Year 2027 Meeting Schedule and authorizing staff to advertise was approved.

2) Form 1 Financial Disclosure Due July 1, 2026

3) Reminder to Complete Annual Ethics Training by December 31, 2026

Mr. Quesada also reminded the Board to submit their Form 1 financial disclosure forms which were due July 1, 2026 because they would start fining after the grace period of September 1 up to \$1,500. He also reminded the Board to complete their 4 hours of ethics training before December 31, 2026.

TENTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Approval of Unaudited Financials

Mr. Quesada presented the check register and the unaudited financials and asked for any questions or comments. Upon not hearing any, he asked for a motion to accept the financial reports.

On MOTION by Mr. Bird seconded by Mr. Mercado with all in favor, the Check Register and the Unaudited Financials were approved.

ELEVENTH ORDER OF BUSINESS

Audience Comments – As per District's rules, each speaker has 3 minutes to provide comments

Mr. Quesada asked if there were any other audience comments at this time. There were no further comments from the audience.

TWELFTH ORDER OF BUSINESS

Supervisors Requests

Mr. Quesada asked if there were any Supervisor's requests at this time. *(There were no comments)*

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Quesada asked for a motion to adjourn the meeting.

On MOTION by Mr. Bird seconded by Mr. Bravo with all in favor, the Meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman



PROPOSAL

Tel 786-694-0709

E-mail: operations@raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Downtown Doral South CDD % GMSSF, LLC	PROJECT NAME: Downtown Doral South
BUSINESS ADDRESS: 5385 N Nob Hill Road, Sunrise, FL	PROJECT LOCATION: NW 48 Terrace
CONTACT: Management	DATE: September 1, 2026

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

SCOPE OF WORK: Vac-Con combination sewer cleaner, support pick up truck, CCTV equipment, 6" vacuum hose to clean and inspect twelve (12) remote catch basin structures and its connecting pipelines in accordance with Drainage Plans.

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$12,000.00

Twelve Thousand Dollars and 00/100 Cents

TERMS: Net 30

ACCEPTANCE: Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

Authorized Representative's Signature

Date of Acceptance

**DOWNTOWN DORAL SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

THE RESIDENCES AT DOWNTOWN DORAL CLUB

**CLUB SCHEDULE OF HOURS OF OPERATION
RENTAL POLICIES, PROCEDURES AND REGULATIONS**

HOURS OF OPERATION

CLUB FACILITY	HOURS
CLUB HOUSE	Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm*
FITNESS CENTER/EXERCISE ROOM	Monday - Friday: 5:00 am to 11:00 pm * Saturday - Sunday: 5:00 am to 11:00 pm*
POOL	Monday - Friday: 10:00 am to 8:00 pm* Saturday – Sunday: 10:00 am to 8:00 pm*
	*Hours subject to change by District Manager

FACILITY RENTAL TERMS AND CONDITIONS

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of money order along with copy of the renter's driver's license. In the event that the renter does not cancel the reservation within thirty (30) days prior to the event (or such other date reasonably determined by the District Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. However, the District Manager, in his or her sole discretion and without any obligation, may refund the deposit in the case of an emergency provided that the renter cancels the reservation within ten (10) days prior to the event. If the Club Facility after the event and the inspection by the District Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the District Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, renter shall remain liable to pay the District the balance of such costs and expenses).

FITNESS CENTER/EXERCISE ROOM-

May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

1. **Limited Time to Rent:** Reservations can be made no more than ninety (90) days in advance.
2. **Rental Fees include:** Fees are just for the area being rented, they do not include chairs, tables, or set-up fees, which must be provided by the Renter.
3. **Inspections:** Inspections are performed within 24-Hours after the end of your event. It is not required to call District and ask for status of inspection.
4. **Deposits:** If a deposit is made by money order, the District Manager may cash such money order before the event or hold such money order pending the event. If the District Manager holds the deposit money order, and no costs and expenses are chargeable against the deposit, then the money order will be voided and will be returned to the renter via mail. If the District Manager holds the deposit money order and costs and expenses are chargeable against the deposit, the District Manager may cash the deposit and refund any amount due renter by the District check via mail.
5. **Janitorial:** Renter is responsible for full clean up of area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, District barbeque grills, etc. If the District Manager determines that additional janitorial services are required beyond that which is

covered by the Cleaning Fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services will be charged to the renter.

6. **Time Slots:** Rental of any area must fit within one of the time frames ("Rental Times") provided by the Club. Only one (1) event will be reserved per day.

RULES OF USE FOR THE CLUB CLUBHOUSE AREAS RENTALS

I. GENERAL RULES.

A. The Club Facility rental areas are available to the public upon application and acceptance by the District Manager. For official meetings and official functions of the District and its Board of Supervisors, and the Residences at Downtown Doral Master Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area.

B. A Club Area may be reserved only by an applicant who is a Member or Annual Member in good standing (the "Renter"). Reservations must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the District Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the District Manager and marked on a calendar maintained by the District Manager. Reservation requests and applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.

C. Written notice of cancellation must be received no later than thirty (30) days prior to the event date and time. Cancellations received less than thirty (30) days prior to the event date and time will result in the forfeiture of the non-refundable rental fee.

D. Club Areas may not be used for any profit-making activities. No advertising will be permitted, and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hour before the event. Approved Renters may gain access to the Club Area by using their form of Acknowledgment of Membership. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the District Manager prior to the date of the event. Renter agrees to pay all key, swipe-key system and lock replacement costs resulting from misuse, loss or damage to the swipe-key system, lock, or doors.

F. Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Club Area use and for the proper conduct of guests or other

persons employed or otherwise engaged by Renter while they are on the Club premises, whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.

G. Prior to the use of the Club Area by the Renter, the District Manager shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or rules' violations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are covenants or rules' violations, the security deposit will be withheld until after a rules' violation hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand.

H. Furniture and furnishings may be removed from the Club Area and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved. However, use of nearby restroom facilities is permitted. Renters must advise their guests of Club Rules and Regulations, the guest parking areas available, and that spaces are on a first-come, first-served basis. All guests must go directly to the Club Area where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club Areas within or outside of the building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area.

J. The number of persons in attendance in the Club Area is limited by the posted number, according to the Miami-Dade County, State, municipal and other applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. Renter and chaperone(s) must be present throughout the entire event.

L. Smoking is prohibited in the Club Areas, restrooms, or the Clubhouse. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (e.g., no alcohol for persons under twenty-one (21), etc.).

M. Use of the Club Areas and all facilities by Renter and all guests must be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules. Renters shall not permit the use of the Club Areas or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club users. Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users. Playing of loud amplified music is not permitted. Speakers must

be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibrations to adjacent parts of the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. Renter agrees that any decorations or the decorating of the Club Area must be done in a manner so as not to cause any damage to any area of the Clubhouse. Decorations must not be attached to or hung from any sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

O. Renter agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Area and adjacent premises in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Arrangements must be made with the District Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be permitted during certain hours from 9:00 A.M. through 8:00 P.M. on weekdays. Renter must be present to deal and meet with the rental or service companies for delivery or pick up.

P. The District and its agents and the District Manager will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the event will be considered abandoned and will be removed for disposal.

Q. All music and noise making activities must stop by the prescribed hour. The Club Area must be returned to their original condition, vacated of people, lights out (except for one which should be left on), window shades placed in the up position, the room secured, and the door locked by the prescribed closing hours. Adjacent restrooms should be left in the same condition as they were in prior to the event with lights out.

R. The District and District Manager each reserve the right, at any time prior to or during the function to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Area by the Renter and his or her guests and require Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the use fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the District or District

Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the District and District Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. A partial refund is in the District Manager's discretion if use is suspended for reasons other than rules' violations or damages. The full security deposit and use fee may be refunded if the Club Area use is suspended, in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.

S. The District Manager and the District shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. A charge of \$20.00 per hour/per worker will be assessed to cover additional cleanup if the District or District Manager deems it necessary.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for District Manager to prohibit a Renter from using the Club Area for a period of one (1) year and suspension of the use of other services and Club facilities for up to one (1) year for rules violation.

W. Renter assumes sole and total responsibility for any property damage, injury or accident to any person arising out of the Club Area use. Renter further agrees on behalf of itself and its guests and invitees to indemnify, reimburse and hold the District and District Manager harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the District and District Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys' fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.

X. No pets, except as provided by Federal or State law, are allowed in the Club Area.

Y. Any Club Area that is rented must be cleaned. If the Club Area is not found as it was given to you, a portion of Renter's deposit will be kept. Renter must broom, vacuum, and mop the grand room if it is used. The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The District does not provide any trash bags for the party. The District will provide Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the renter.

Z. The Club Area will be available for use only between the hours of 8:00 A.M. - 11:59 P.M. Under no circumstances will time be extended past 11:59 PM.

AA. The District Manager may waive or amend any of the above requirements in its reasonable discretion, provided such waivers must be in writing and signed by the District Manager and the renter.

BB. The form of Facility Rental Agreement, Clubhouse Areas Inspection Form and Acknowledgment of Membership Control Information Sheet attached below are approved for use by the District Manager.

FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE DISTRICT
MANAGER'S OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE

THE RESIDENCES AT DOWNTOWN DORAL CLUB
Club Facility Rental Agreement
Downtown Doral South Community Development District

This Agreement is by and between **Downtown Doral South Community Development District** (the “**District**”) and a **Renter** who is further defined as a: *(check one)* _____ *Club Club Member or Annual Member* _____ or *General Public User* _____. This Agreement is for the rental of a portion of the “**The Residences at Downtown Doral Club**” facility, to be used for a private function (the “Club Facility”), and shall be subject to the terms and conditions set forth in the “*The Residences at Downtown Doral Club Club Rules and Regulations*”(referred to in this Agreement as the “Club Rules and Regulations”), which document is attached hereto and made a part hereof and the “*The Residences at Downtown Doral Club Schedule Of Dues, Fees And Charges, Areas & Fees For Rental*, and the “*The Residences at Downtown Doral Club Schedule of Hours of Operation, Rental Policies, Procedures And Regulations*” (collectively referred to in this Agreement as the “Club Schedule”), which documents are attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Fax: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Facility** (s) being requested:

A) Multi-purpose Room _____

(Note: use of fitness center is prohibited)

2. **Purpose** of rental: _____

Number of people expected to attend this function: _____

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

Provide Music: Yes _____ No _____

If “Yes” state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District Manager.
Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (Four (4) Hours each):

Multi-purpose Room time slots:

Sunday – Thursday

8:00 AM – 2:00 PM _____

3:00 PM - 11:00 PM _____

Other: _____

Friday - Saturday

8:00 AM – 2:00 PM _____

3:00 PM - 11:00 PM _____

3. Fee Schedule & Usage: See Attached Rental Schedule

4. Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The District Manager may not accept an application or confirm reserved space without receipt of one hundred percent (100%) of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier’s checks, certified checks or money orders. Payments are made to: “*Downtown Doral South Development District.*”

5. Deposit Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the District Manager’s inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed “*Cleaning & Usage Checklist*” inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the District Manager will mail a copy of the final inspection, based upon the “*Cleaning & Usage Checklist,*” to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the District Manager completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility(s) keys are returned.

The Renter is also responsible for cleaning that portion of the Club Facility and other impacted Club Areas used after use, unless payment and arrangements have been made with the District Manager for cleaning by the District's cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

6. **Additional Renter Responsibilities:**

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the District Manager, Renters may be required to pay a reasonable hourly fee for a District Manager appointed "*facility monitor*" **or** "*police/traffic control monitor*" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the District Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.
- c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party-related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.
- d) Renters and/or guests are absolutely NOT allowed to use other Club areas not provided for in the Rental Agreement.
- e) Closing time for private functions is **11:59 PM, if extended.** cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the District Manager. **Short term Rentals (four (4) hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board of Supervisors, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board of Supervisors for its decision. If there is property damage in excess of the Deposit, the Board of Supervisors reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the District Manager:

Signature of RENTER: _____

If a corporation, print name of above signature _____ Title: _____

Name of District Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

The Residences at Downtown Doral Club Clubhouse Areas Inspection Form

	Pre-Event Inspection	Post-Event Inspection
1. Exterior Doors		
2. Women's Bathroom		
3. Men's Bathroom		
4. Kitchen		
Floor		
Counter Top/Sink		
Cabinet's		
Appliances		
5. Carpeting		
6. Furniture Sofa		
7. Furniture Loveseat		
8. Coffee/End tables		
9. Chairs and tables		
10. Interior Decor		
11. Walls		
12. Windows		
13. Interior Doors		
14. Interior window shades		
15. Exterior (rails, plants, etc.)		
16. Pool tables		
17. Pool chairs		
18. Height back pool chairs		
19. Playground/tot Lot		
20. A/C Temperature		
21. Others		

Comments:

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Downtown Doral South Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent: _____
Downtown Doral South Community Development District

**DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT
DISTRICT
THE RESIDENCES AT DOWNTOWN DORAL CLUB**

**ACKNOWLEDGMENT OF MEMBERSHIP ("AOM")
CONTROL INFORMATION SHEET**

Applicant(s):	AOM # 1	AOM # 2
Property Address:	AOM # 3	AOM # 4
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	
Mailing Address (if different)		
City	State	Zip Code
Immediate Family Members		
Last	First	Age
Relationship		Day Phone #, if diff
Name of Approved Lessee(s) (if Applicant is resident within the District):		
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	

I **authorize** my Lessee(s) to have a form of Acknowledgment of Membership(s) on my behalf.
 Yes ___ No ___
 N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the form of Acknowledgment of Membership(s) stated above and that if my form of Acknowledgment of Membership is lost I will contact the District Manager immediately to terminate the form of Acknowledgment of Membership from the system. In addition, if there is a change in Lessee, I will collect the form of Acknowledgment of Membership from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____

**DOWNTOWN DORAL SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

**THE RESIDENCES AT DOWNTOWN DORAL
CLUB
CLUB RULES AND REGULATIONS**

Adopted ____, 2026 (Resolution ____)

TABLE OF CONTENTS

	Page
1. Membership.....	1
1.1 Members	1
1.2 Lessees	1
1.3 Annual Members.....	2
1.4 Corporate and Partnership Members	2
1.5 Immediate Family Members	2
1.6 Guests.....	3
1.7 Presentation of Acknowledgment of Membership	3
2. The Club Facilities.....	4
2.1 Supplemental Rules	4
2.2 The Clubhouse	4
2.3 Special Functions and Parties	4
2.4 Alcoholic Beverages	4
2.5 Smoking.....	4
2.6 Attire	4
2.7 Minors	4
2.8 Hours of Operation	5
3. General Rules.....	5
3.1 Advertisements and Pamphlets	5
3.2 Bikes and Skates	5
3.3 Club Employees	5
3.4 Pets	5
3.5 Parking Areas	5
3.6 Guns	5
4. Responsibility for Personal Property and Persons	6
4.1 Cars and Personal Property	6
4.2 Activities	6
4.3 Property Belonging to the Club	6
5. Obligation to Pay Club Assessments and Dues	6
5.1 Grace Period and Late Fee	6
5.2 Bills and Coupon Books	6
5.3 Suspension	6
6. Pools.....	7
6.1 Presentation of Acknowledgment of Memberships	7
6.2 Risk of Use.....	7
6.3 Equipment and Towels.	7
6.4 Hours of Use	7

6.5	Showers.....	7
6.6	Aqua Classes.....	7
6.7	Swimming Instructors.....	7
6.8	Restrictions	7
6.9	Attire	8
6.10	Radios and Compact Disk Players.....	9
6.11	Trash	9
6.12	Pets. No pets are permitted in the pool area at any time.....	9
7.	Exercise Room.....	9
7.1	Hours of Operation	9
7.2	Presentation of Acknowledgment of Memberships	9
7.3	Equipment and Towels	9
7.4	Attire	9
7.5	Minors.....	9
7.6	Personal Trainers	10
7.7	Cancellation Policy	10
8	Violation of the Club Rules	10
8.1	Basis for Suspension.....	10
8.2	Type of Suspension.....	10
8.3	Efective Date.....	10
9.	Authority to Promulgate and Amend Rules.....	11
10.	Application of Rules and Regulations	11
11.	Club Dues, Fees, and Charges	11

DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

THE RESIDENCES AT DOWNTOWN DORAL CLUB

CLUB RULES AND REGULATIONS

Downtown Doral South Community Development District (“**District**”), as owner of ___ Club, adopts these The Residences at Downtown Doral Club Club Rules and Regulations (the “Club Rules and Regulations”, “Club Rules”, or “Rules and Regulations”). The rights and obligations of each user of The Residences at Downtown Doral Club (the “**Club**”) are set forth in the Amended and Restated The Residences at Downtown Doral Club Club Plan, as amended from time to time (the “**Club Plan**”), and in these Rules and Regulations. All initially capitalized terms used in these Club Rules and not otherwise defined have the meanings ascribed to them in the Club Plan

1. Membership.

1.1 **Members.** Every Owner (other than an Owner who has leased the Owner’s Home to a Lessee) and every Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home, unless Owner otherwise notifies the District Manager in writing; however, the Owner and Lessee shall be jointly and severally liable for all Club fees and charges.

1.2 **Lessees.** “Lessee” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community and who has obtained the prior approval of the respective homeowners and/or property owners association (“Association”). If there is more than one (1) Lessee of a Home, only one (1) of the persons occupying the Home shall be considered a Member. A Lessee may not exercise his or her rights as a Member until such Lessee’s lease of a Home has been submitted to District Manager. An Owner who has leased his or her Home remains liable for Club Assessments but will not have membership rights at any time his or her Home is leased unless Owner has notified the District Manager pursuant to Section 1.1. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who obtained the prior approval of the Association to lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of said association entity having jurisdiction thereof.

1.2.1 **Application.** Each Lessee must submit an application to District Manager along with a copy of his or her lease, and Lease Certificate of Approval from the Association and obtain acknowledgment of membership, which shall be in the form of a Membership Card, fob, access card, smartphone app membership, or other form of membership utilized by the District (“**Acknowledgment of Membership**”), before his or her membership rights will be recognized. Each Lessee shall notify the District Manager of any changes in the terms of such lease.

1.2.2 Administrative Charges. The District may, from time to time, establish the amount to be charged for processing of the application of a Lessee to exercise his or her membership rights.

1.2.3 Expiration of Lease. A Lessee's status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee's rights of occupancy under such lease. The Owner shall notify the District Manager in writing of the expiration of the lease or termination of Lessee's rights of occupancy under such lease, absent which the Owner shall not be deemed a Member.

1.3 Annual Members. Annual Memberships shall run from the date of acceptance of an application for membership by the District Manager until the end of the Club fiscal year, September 30. Annual Membership renewals shall run from the beginning of the renewal Club fiscal year, October 1, to September 30 of the succeeding year. Annual Dues for Annual Members as determined by the District Board shall be payable by the Annual Member in advance of the Club fiscal year, which shall be prorated for applications accepted during the initial fiscal year of the District's ownership of the Club.

1.4 Corporate and Partnership Members. When a Member or Annual Member is a corporation, partnership or other legal entity ("Entity"), the Entity must notify the District Manager in writing of the one (1) person to be designated to exercise the rights of the Entity with respect to the membership ("Designees"). Only the one (1) person designated will be considered as the Member.

1.4.1 Application. Each Designee must submit an application to the District Manager and obtain Acknowledgment of Membership before his or her membership rights will be recognized.

1.4.2 Administrative Charges. The District Manager may, from time to time, establish the amount to be charged for processing of the application of a Designee to exercise his or her membership rights.

1.5 Immediate Family Members. Immediate Family Members shall mean the spouse or domestic partner of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) family members who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve-year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services, or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may

claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

1.6 Guests. A person shall be deemed a guest (“**Guest**”) if he or she enters the Club Facilities at the invitation of a Member, Annual Member, Immediate Family Member or the District. Each Member (per Home) and each Annual Member (per Annual Membership) shall be entitled to have up to six (6) guests per visit accompany such Member or Annual Member when utilizing the Club Facilities. Additional Guest Passes may be purchased by the Member or Annual Member at the rate set forth in the current fee schedule. Guests are required to register with Club staff before using Club Facilities. Guests may be required to sign a waiver form before using the Club Facilities. All Guests must be eighteen (18) years of age or older, or be accompanied by a Member, Annual Member, and Immediate Family Member who is eighteen (18) years of age or older. All Guests must be accompanied by a Member, Annual Member or Immediate Family Member when using the Club Facilities. A Guest Pass is nontransferable. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE DISTRICT MANAGER. Nothing herein shall prohibit the District Board of Supervisors from implementing (1) a temporary guest policy by resolution to address long-term guests of Members or (2) a policy limiting the number of Guests per Home on a specified day, time of year, or time of day.

1.6.1 Caregiver Pass. A caregiver or other person who provides medical, nursing or child care to a Member, Annual Member or Immediate Family Member while within the Club Facilities is deemed to be a Guest; however, there will be no additional fee or charge provided that the caregiver accompanies and remains in the company of the Member, Annual Member or Intermediate Family Member, as the case may be, providing caregiver services while that person is using the Club Facilities. A Member must obtain a caregiver pass (“**Caregiver Pass**”) from Club staff for use of the Club Facilities. Persons utilizing such Caregiver Passes are not permitted to utilize the Club Facilities other than to accompany the persons under their care. The Caregiver Pass is non-transferable.

1.6.2 Guest Passes. Guest Passes give Guests access to the Club Facilities. Guest Passes may be purchased at the Club’s office. A person may be a Guest for no more than thirty (30) days in a calendar year.

1.6.3 Personal Trainer. Persons may not bring a personal trainer into the Exercise Room, Pool, Clubhouse, Club Facilities, or otherwise.

1.7 Presentation of Acknowledgment of Memberships. A maximum of four (4) forms of Acknowledgment of Memberships will be issued to each Home or Annual Membership at no additional charge. Acknowledgment of Memberships shall only be issued to Members, Annual Members, and Immediate Family Members who are eighteen (18) years of age or older. Additional forms of Acknowledgment of Memberships may be purchased for Immediate Family Members for a fee.

1.7.1 Requirement to Present Form of Acknowledgment of Membership. A form of Acknowledgment of Memberships, Caregiver Passes, and Guest Passes must be presented when requested for use of the Club Facilities.

1.7.2 Transfer of Acknowledgment of Memberships. Acknowledgment of Memberships are the property of the District and are not transferable. An Acknowledgment of Membership may not be used by any person other than the person to whom it is issued. All forms of Acknowledgment of Memberships are the property of the Club.

1.7.3 Lost Acknowledgment of Memberships. You must immediately notify the Club in writing of a lost or stolen Acknowledgment of Membership. The replacement fee for an Acknowledgment of Membership shall be established from time to time by the District. If an unauthorized person uses the Acknowledgment of Membership, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

2. The Club Facilities.

2.1 Supplemental Rules. Before using the various Club Facilities, users should inquire about supplemental Rules and Regulations. For example, District Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pools and the fitness center from time to time. The District Manager, or its agents and designees, shall have reasonable discretion to police the Club Facilities to maintain proper order and the safe and healthy use of the Club Facilities.

2.2 The Clubhouse. The Clubhouse shall be open on the days and during the hours established by the District provided the District Manager, or its agents and designees, shall have reasonable discretion to temporarily vary such hours as necessary from time to time.

2.3 Special Functions and Parties. Certain Club Facilities may be used for private functions by the Members and Annual Members, subject to availability, only with the prior consent of District Manager, upon execution of a license agreement and upon payment of all applicable fees, deposits and costs therefor. The sponsor of the private party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private party.

2.4 Alcoholic Beverages. No person may enter or leave the Club Facilities with any alcoholic beverage. It is the intent of these Rules that the possession or consumption of alcoholic beverages at or within the Club Facilities is prohibited unless previously approved in connection with an approved (in accordance with Section 2.3 above) event, function or party.

2.5 Smoking. Smoking, including but not limited to cigar, hookah, electronic cigarettes, pipe smoking, vaping, the use of smokeless tobacco, and smoking of any kind, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas.

2.6 Attire. Shirts, bottoms (e.g., pants, shorts, or skirts), and shoes must be worn at all times when on the Club Facilities, except in the pools and adjacent patio areas.

2.7 Minors. Minors under eighteen (18) years of age are not permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors thirteen (13) years of age and older may use the fitness center with adult supervision provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the

fitness center caused by such minors. Minors under thirteen (13) years of age are not permitted to use the fitness center. Minors under eighteen (18) years of age are not permitted to use the pools without adult supervision. Members, Annual Members and Parents of the minors are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without adult supervision, the District is not liable for the actions of such minors.

2.8 Hours of Operation. The District shall set the scheduled hours of operation for the Club Facilities. The District Manager shall have reasonable discretion to temporarily vary such hours as necessary from time to time. No person shall be permitted to use the Club Facilities other than during such hours of operation.

3. General Rules.

3.1 Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, and solicitations shall not be posted or circulated in the Club without the prior written approval of District Manager.

3.2 Bikes, Scooters and Skates. Skates, scooters, in-line skates, skateboards, bikes and like items may be used on paved driveways and sidewalks only for access to the entrances to the Club Facilities. None of the foregoing may be used in Club Facilities at any time. All bikes and scooters must be stored in bike and scooter storage areas. Bike and scooter racks must be used if provided by the District. Notwithstanding the foregoing, bikes and scooters left within the Club Property, Club Facilities, bike and scooter storage areas and/or bike and scooter racks (if provided) are stored at such person's own risk.

3.3 Club Employees. Persons using the Club Facilities may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of the District Manager and no person shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

3.4 Pets. No pets (with the exception of those assisting persons with disabilities) are permitted on any portion of the Club Property including, without limitation, the pool area and any other areas of the Club Facilities.

3.5 Parking Areas. Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas or along, over, or beyond curbed areas. "**No Parking**" signs must be observed. Overnight parking in the Parking Areas is prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in the Parking Areas at anytime between the hours of 1:00 AM and 5:00 AM. Any vehicles parked in violation of this section are subject to being towed without notice or warning.

3.6 Guns. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes.

3.7 Coolers. Any coolers or similar forms or food or beverage storage brought to the Club Facilities shall not exceed 5-quarts (4.75 liters) capacity and are subject to visual inspection by the District Manager, Club manager or Club staff at any time.

4. **Responsibility for Personal Property and Persons.** Each person using the Club Facilities assumes sole responsibility for the health, safety and welfare of such person, his or her Immediate Family Members, and Guests, and the personal property of all of the foregoing.

4.1 **Vehicles and Personal Property.** The Club is not responsible for any loss or damage to any private property used or stored on the Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Parking Areas assumes all risk of loss with respect to (i) his or her vehicle in the Parking Areas, and (ii) equipment, wallets, bags, jewelry, clothing, books, personal items or other possessions stored in lockers (if lockers are provided by the District), on bicycles, within vehicles, or left in the pool and recreation areas.

4.2 **Activities.** Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Property, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. All Members, Annual Members, and Immediate Family Members shall be jointly and severally liable to the District in connection with the foregoing.

4.3 **Property Belonging to the Club.** Property, furniture and equipment belonging to the Club shall not be removed from the room or area in which it is located or from the Club Facilities.

5. **Obligation to Pay Club Assessments, Dues and Fees.** Each Member shall pay Club Assessments when due in accordance with the Club Plan and District Assessment Resolutions. Each Annual Member shall pay Annual Club Dues in advance to the District. Each other person using the Club Facilities shall pay such Club Dues and Fees as established from time to time by the District.

5.1 **Grace Period and Late Fee.** A monthly or annual payment of Club Dues and Fees shall be deemed past due if received after the 15th of the month or fifteen (15) days after the day payment is due. A late fee per month shall be payable for each past due payment in order to cover the administrative costs of the Club in processing such late payment.

5.2 **Bills and Coupon Books.** Annually, the District Manager, or his or her designee, may, in its discretion, send bills or coupon books with instructions for payment of Club Dues and Fees.

5.3 **Suspension.** Notwithstanding any suspension of Membership, a Member or Annual Member shall remain liable for Club Dues. A Member's or Annual Member's use of the Club Facilities shall be suspended in the event Club Assessments, Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Assessments are paid in full. An Annual Member's use of the Club Facilities shall be suspended in the event Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Dues and Club Fees are paid in full.

6. **Pools.**

6.1 **Presentation of Acknowledgment of Memberships.** Everyone must register and present a form of Acknowledgment of Membership and/or Guest Passes or Monthly Guest Passes to Club attendants prior to entering the pools and the adjacent patio areas. For purposes of these Club Rules and unless otherwise specified, all references to “pool” or “pools” shall include the swimming pools, the hot tubs, and any other recreational water facilities or features intended for use by patrons. Users of Club Facilities shall keep a form of Acknowledgment of Memberships, Guest Passes or Monthly Guest Passes with them and present the form of Acknowledgment of Membership, Guest Pass or Monthly Guest Pass to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

6.2 **Risk of Use.** Use of the pools is at the swimmer’s own risk. Without limiting any other provision of these Rules and Regulations, each person is personally liable for any injury to his or her Immediate Family Members, and Guests using the pools.

6.3 **Equipment and Towels.**

6.3.1 **Towels.** Users of the Club Facilities are required to bring their own towels.

6.3.2 **Equipment and Furniture.** All equipment used for aqua classes (if provided) is the property of the Club and should be returned to the Club. Chaise lounges are available for use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

6.4 **Hours of Use.** Swimming is permitted only during published open hours of the pools, which are subject to change. The pools are also officially closed when a “Closed” sign is posted; however, the absence of a posted “Closed” sign does not authorize use of the pools after hours. Any person swimming or using the pools facility outside of the published open hours of the pools may be suspended from using the Club Facilities.

6.5 **Showers.** Showers are required prior to entering the pools to remove all suntan oils and lotions.

6.6 **Aqua Classes.** From time to time, classes (including, without limitation, so called “**Aqua Classes**”) may be offered by the Club or upon payment of a fee for participation. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class.

6.7 **Swimming Instructors.** Persons may not bring an independent swimming instructor into the pools as a Guest or otherwise.

6.8 **Restrictions.**

6.8.1 Glass objects and sharp objects are not permitted in the pool area.

- 6.8.2 Food or beverages may be brought into the pool areas, however, any foods or snacks shall be eaten, distributed, or consumed only in those food areas so designated by the District Manager, or its agents and designees. Such food, beverages, and any garbage or trash resulting therefrom shall be properly removed or disposed of after use. Alcoholic beverages are **not** permitted in any pool, hot tub, or pool area at any time. Under no circumstances, shall any food or beverages be possessed or consumed in the pool or within ten feet (10') of the water's edge of the pool.
- 6.8.3 Running, ball-playing and noisy or hazardous activity will not be permitted in the pool areas. The throwing of any object is not permitted at any time within the pools or pool areas. Pushing, dunking, and dangerous games are not permitted.
- 6.8.4 Only floats or rafts smaller than eighteen (18) square feet, snorkels, dive sticks, flotation devices, and toys (collectively, "Pool Toys") designed for use in swimming areas may be utilized in District pools. The use of such Pool Toys may be suspended at the District Manager's discretion when there are more than fifty (50) persons at the pool, during weekends and holidays, or during other heavy use of the pools and pool areas. Where the use of Pool Toys is suspended, the District Manager will post a sign at the Club entrance informing members and the public of the restriction. The use of masks, goggles, or certified personal flotation devices ("PFDs") is not prohibited. Radio-controlled watercraft or other similar devices are not permitted in the Pools at anytime. Diving equipment such as scuba tanks, are not to be used in the pools except as part of an organized course of instruction permitted by the District Manager.
- 6.8.5 No diving is permitted in any of the pools.

6.9 Attire. All swimmers must wear appropriate swimming attire. Long hair should be tied up or placed in a bathing cap. Children under two (2) years of age, and those individuals who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce health risks associated with human waste in the pools and adjacent deck areas.

6.10 Audio/Video Players. Radios, tablets, phones, E-readers, speakers, computers and similar devices capable of playing music, e-books, podcasts, and videos may only be used with earphones, or headphones.

6.11 Trash. All persons using the pool areas are urged to cooperate in keeping the pool areas clean by properly disposing of towels, cans, plastic bottles, and all other trash. Notwithstanding the foregoing, all cigarettes must be extinguished and properly disposed of prior to entering the Club Facilities.

6.12 Pets. No pets are permitted in the pool area at any time.

6.13 Minors. Minors under eighteen (18) years of age are not permitted to use the pools without adult supervision. Persons under the age of fourteen (14) years of age are prohibited from using the hot tub.

7. **Exercise Room.**

7.1 Hours of Operation. The hours of operation of the exercise rooms located at the Club ("**Exercise Room**") will be established from time to time by the District.

7.2 Presentation of Acknowledgment of Memberships. A form of Acknowledgment of Memberships and Guest Passes must be presented before any person will be given access to the Exercise Room. Guests, when accompanied by a Member or Immediate Family Member, are only permitted to use the Exercise Room on weekends and between the non-peak hours of 10:00 a.m. and 6:00 p.m. on weekdays.

7.3 Equipment and Towels. When others are waiting to use equipment, use of cardio equipment is limited to thirty (30) minutes per person. Use of all equipment is at your own risk. Persons using the Exercise Room must bring their own towels and wipe down equipment after use.

7.4 Attire. Proper attire is required; shirts or tank tops shall be worn at all times. Those utilizing the Exercise Room equipment and facilities shall not wear sandals or open-toed shoes.

7.5 Minors. Persons under thirteen (13) years of age are not permitted in the Exercise Room under any circumstances. Minors thirteen (13) years of age and older may use the Exercise Room with adult supervision provided, however, parents, Member and Annual Members are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors.

7.6 Personal Trainers. Persons using the Exercise Room may not train another person in the Exercise Room.

7.7 Cancellation Policy. Persons using the Exercise Room must cancel appointments for special services at least twelve (12) hours prior to the scheduled appointment or the responsible user will be charged the full amount of the service. If a person has prepaid for the services, and properly cancels, that person may reschedule within the same month at no additional charge.

8. **Violation of Club Rules.**

8.1 Basis for Suspension. Membership rights and Club Facilities use rights of any person (and the benefits for their Guests) may be suspended by Club Manager if, in the sole judgment of Club Manager:

8.1.1 a person submits false information on the Application for Membership;

- 8.1.2 the person violates one or more of these Rules and Regulations;
- 8.1.3 the person has injured or harmed or threatened to injure or harm any other person within the Club Facilities, or harmed, destroyed or stolen any personal property on the Club Property or within the Club Facilities, whether belonging to a third party or to Club Owner.
- 8.1.4 the person has failed to pay any Club Assessments, Club Fees, Club Dues, or Club damages invoices.

8.2 Types of Suspension. Club Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Club Facilities, for such period of time as reasonably determined by Club Manager. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member), or Club Manager may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Assessments, Club Dues, Club Fees or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues and Club Fees shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the Club are paid in full.

8.3 Effective Date. Prior to the effective date of a suspension, the District Manager shall provide notice and an opportunity to be heard to the person proposed to be suspended. If the person does not submit a request to be heard in writing within the time frame set forth in the notice, the suspension shall become effective immediately upon the date provided in the notice for submitting a request to be heard; otherwise, the suspension, as may be adjusted by the District Manager after hearing, shall become effective as of the end of business on the date of the hearing.

9. Authority to Designate Club Manager and to Promulgate and Amend Rules. The District Manager may from time to time designate a Club Manager in writing to fulfill certain or all responsibilities and duties of the District Manager under these Rules and Regulations. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE CLUB FACILITIES ARE SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE DISTRICT. These Rules and Regulations may be amended from time to time by the District without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be available at the Club Facilities. All Rules and Regulations promulgated by the District shall become effective on the date determined by the District.

10. Application of Rules and Regulations. All of these Rules and Regulations shall apply to all persons on or about the Club Property even if not specifically stated in portions hereof. The District Manager, in its reasonable discretion, shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole discretion of the District Manager.

11. **Club Dues, Fees, and Charges.** The Club dues, fees, and charges, including but not limited to fees for Annual Members, Caregivers, and Guests, and for Acknowledgment of Membership replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes.

THIS INSTRUMENT PREPARED BY:

Phillip C. Gildan, Esq.

Greenberg Traurig, P.A.

777 So. Flagler Drive, Suite 300 East

West Palm Beach, FL 33401

**DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED
THE RESIDENCES AT DOWNTOWN DORAL CLUB
CLUB PLAN**

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	3
2. Non-Exclusive License	7
3. Club Facilities.....	7
3.1 Club Property	7
3.2 Constitution of the Club Facilities	7
3.3 Changes	8
4. Persons Entitled to Use the Club Facilities.....	8
4.1 Rights of Members.....	8
4.2 Rights of Annual Members.....	8
4.3 Use by Persons Other than Owners and Lessees	8
4.4 Subordination	8
5. Ownership and Control of the Club.....	9
5.1 Control of Club By Club Owner	9
5.2 Transfer of Club	9
5.3 Ambiguities	9
6. Club Expenses.....	9
6.1 Club Assessments	9
6.2 Club Dues.....	9
6.3 Club Fees.....	9
6.4 Club Dues and Fees Schedule	10
6.5 Perpetual.....	10
6.6 Individual Homes	10
6.7 Special Use Fees	10
6.8 Additional Club Fees	10
6.9 Time Is of Essence	10
7. Determination of Club Expenses.....	10
7.1 Fiscal Year	10
7.2 Adoption of Budget.....	10
7.3 Adjustments If Budget Estimates Incorrect	11
7.4 Reserves	11
7.5 Collection	11
8. Operations.....	11
8.1 Control	11
8.2 Club Manager.....	11
9. Right of Association	11

10.	General Restrictions.....	11
10.1	Minors	11
10.2	Responsibility for Personal Property and Persons	11
10.3	Cars and Personal Property	12
10.4	Activities	12
10.5	Property Belonging to the Club	12
10.6	Indemnification of Club Owner	12
10.7	Attorneys' Fees	13
10.8	Unrecorded Rules.....	13
10.9	Waiver of Club Rules and Regulations.....	13
11.	Violation of the Club Rules and Regulations.	13
11.1	Basis For Suspension	134
11.2	Types of Suspension	14
12.	Destruction.....	14
13.	Risk of Loss	14
14.	Additional Indemnification of Club Owner.....	15
15.	Estoppel.....	Error! Bookmark not defined.
16.	No Waiver.....	15
17.	Term and Covenant Running with Land.....	15
18.	Resolution of Disputes.....	15
19.	Venue	16
20.	Release	16
21.	Amendment.....	17
22.	Severability	17
23.	Notices	17
24.	Florida Statutes	17
25.	Headings	17

AMENDED AND RESTATED
THE RESIDENCES AT DOWNTOWN DORAL CLUB CLUB PLAN

THIS AMENDED AND RESTATED THE RESIDENCES AT DOWNTOWN DORAL CLUB CLUB PLAN (this “**Club Plan**”) is made by Downtown Doral South Community Development District (the “**District**” or “**Club Owner**”).

RECITALS

A. White Course Lennar, LLC and CC-WCD TIC, LLC (collectively, the “**Pre-Transfer Club Owner**”) was the owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the “**Club Property**”) on which The Residences at Downtown Doral Club (the “**Club**”) is located.

B. On August 30, 2018, that certain The Residences at Downtown Doral Club Club Plan was recorded in Official Records Book 31121, at Pages 1249-131, of the Public Records of Miami-Dade County, Florida, (the “**Pre-Transfer Club Plan**”).

C. Pursuant to Section 5.5 of the Pre-Transfer Club Plan, the District has acquired the Club Property from the Pre-Transfer Club Owner, together with all of the Pre-Transfer Club Owner’s rights and privileges as the Club Owner under the Pre-Transfer Club Plan, as defined in the Pre-Transfer Club Plan, except accounts payable as set forth in Section 7.5 below (“**Club Plan Assignment**”), and is now the Club Owner.

D. Pursuant to Section 26 of the Pre-Transfer Club Plan, the District, as the Club Owner, has the right to amend the Pre-Transfer Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever, including the Residences at Downtown Doral Master Association, Inc. (the “Association”).

E. The District, as Club Owner, wishes to amend and restate in its entirety, the Pre-Transfer Club Plan as set forth herein.

NOW THEREFORE, the District, as Club Owner, hereby amends and restates the Pre-Transfer Club Plan in its entirety, and declares that the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan:

1. **Definitions.** In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

“**Annual Member**” shall mean a member of the public who acquires an Annual Membership in the Club.

“**Annual Membership**” shall mean a non-exclusive license issued to an Annual Member to use the Club pursuant to the provisions of the Club Plan.

“**Association**” shall mean The Residences at Downtown Doral Master Association, Inc., its successors and assigns.

“**Bonds**” shall mean such notes, obligations, bonds or bond anticipation notes, and any refunding, restructuring or replacement notes, obligations, bonds or bonds anticipation notes, issued by the District from time to time.

“**Bond Counsel**” shall mean Greenberg Traurig, P.A. or any other nationally recognized law firm selected by the District.

“**Budget**” shall have the meaning set forth in Section 7.2 hereof.

“**Builder**” shall have the meaning set forth in the Declaration.

“**Club**” shall have the meaning set forth in the Recitals and shall further mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

“**Club Assessments**” shall mean non-ad valorem special assessments imposed and levied by the Club Owner pursuant to Section 190.022, Florida Statutes, with respect to the Bonds issued to finance the acquisition of the Club Property and any other Bonds issued to refinance such acquisitions, and maintenance special assessments imposed and levied by the Club Owner pursuant to Section 190.021, Florida Statutes, in each case levied against the Owners in relation to the acquisition, operation and maintenance of the Club.

“**Club Dues**” shall mean the charges for use of the Club Facilities to be paid by the Annual Members pursuant to the provisions of this Club Plan.

“**Club Expenses**” shall mean all costs (as such term is used in its broadest sense) of owning, acquiring, operating, managing, maintaining, repairing, replacing, expanding and insuring the Club, whether direct or indirect, including, but not limited to, trash collection, utility charges, pay television charges, telecommunications charges, internet access charges, maintenance, legal fees of Club Owner relative to the Club, accounting fees, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, construction, payroll and payroll costs, insurance, working capital, ad valorem or other taxes, assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities. Club Owner may allocate a reasonable portion of its overhead (e.g., District Manager costs) to Club Expenses.

“**Club Facilities**” shall mean the actual facilities, improvements and personal property which Club Owner shall actually have made available to Owners, Annual Members, Immediate Family Members, and members of the public pursuant to this Club Plan. The Club Facilities are more specifically set forth on **Exhibit B** attached hereto and made a part hereof THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER’S SOLE AND ABSOLUTE DISCRETION.

“Club Fees” shall mean the rates, fees, rentals and other charges determined from time to time by the Club Owner for the use of the Club Facilities and services by Members, Annual Members, Immediate Family Members, and members of the public, in accordance with Section 190.035, Florida Statutes, as amended from time to time. Club Fees shall not include Club Assessments.

“Club Manager” shall mean the person or entity operating and managing the Club, at any time, as designated by the District. The District Manager may be the Club Manager. Club Owner reserves the right to designate the Club Manager in Club Owner’s sole and absolute discretion.

“Club Owner” shall mean the Downtown Doral South Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder, subject to receipt of an opinion of Bond Counsel to the effect that such assignment will not cause interest on the Bonds to be included in gross income for federal income tax purposes. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Club Owner may change from time to time.

“Club Plan” shall mean this Amended and Restated The Residences at Downtown Doral Club Plan, together with all amendments and modifications hereto by the Club Owner from time to time.

“Club Property” shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

“Club Rules and Regulations” shall have the meaning set forth in Section 10.9 hereof.

“Common Areas” shall mean the “Common Areas” within the Community as defined in the Declaration.

“Community” shall mean “The Residences at Downtown Doral” as defined in the Declaration.

“Declaration” shall mean that certain Declaration for The Residences at Downtown Doral, as such Declaration has or may be further amended or modified from time to time, which has been recorded in the Public Records of Miami-Dade County.

“District” shall mean the Downtown Doral South Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, which is the Club Owner.

“District Manager” shall mean the manager of the District.

“**Home**” shall have the meaning set forth in the Declaration. The loss of a certificate of occupancy for a Home (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of a Member to pay Club Assessments with respect to such Home. The term “**Home**” includes any interest in land, improvements, or other property appurtenant to the Home.

“**Immediate Family Members**” shall mean the spouse or domestic partner of the Member, or Annual Member, and all unmarried children of either under the age of twenty-one (21) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve (12) year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member (hereinafter defined) (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

“**Lender**” shall have the meaning set forth in the Declaration.

“**Lessee**” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community.

“**Member**” shall mean every Owner or Lessee; provided, however, for the purposes of Membership, there shall be only one Member per Home. A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home. Member shall also mean the Developer to the extent that the Developer is the record owner of fee simple title to any Home.

“**Original Club Plan**” shall have the meaning set forth in the preamble above.

“**Owner**” shall mean the record owner (whether one or more persons or entities) of the fee simple title to any Home. For purposes of this Club Plan,

“**Parcel**” shall mean a platted lot, tract, unit or other subdivision of real property located within the legal boundaries of the District, not including any such real property interest owned by the District. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

“Parking Areas” shall mean all areas designated for parking for use of the Club Facilities within the Club Facilities or the Common Areas.

“Public Records” shall mean the Public Records of Miami-Dade County, Florida, as applicable.

“Special Use Fees” shall have the meaning set forth in Section 6.7 hereof.

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration or the Club Rules and Regulations, as applicable.

2. **Non-Exclusive License.** The provisions of this Club Plan do not grant any ownership rights in the Club in favor of the Association, Members, Annual Members, Immediate Members, members of the public or Lenders, but, rather, grant a nonexclusive license to use the Club subject to the provisions of this Club Plan and the Club Rules and Regulations and subject to full compliance with all obligations imposed by this Club Plan and the Club Owner from time to time.

3. **Club Facilities.**

3.1 **Club Property.** Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner’s sole and absolute discretion. Likewise, Club Owner may elect to remove portions of the Club Property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions may cause an increase or decrease in Club Expenses.

3.2 **Construction of the Club Facilities.** Club Owner shall have the unequivocal right to:

3.2.1 Construct, reconstruct, in whole or in part, the Club and related improvements upon the Club Property, and make any additions, alterations, improvements, or changes thereto;

3.2.2 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for construction storage, or other purposes;

3.2.3 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club;

3.2.4 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion; and

3.2.5 all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.2.6 use the Common Areas for ingress and egress to and from the parking area for parking for the Club Property for the Club Owner, Members, Annual Members,

Immediate Family Members, members of the public, and the Club Owner's representatives, agents, guests, invitees, and vendors (collectively, the "Club Parties").

3.2.7 Exercise all Club Owner rights set forth in the Declaration.

3.3 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, remove, modify, alter or change the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

4. **Persons Entitled to Use the Club Facilities.**

4.1 Rights of Members. Each Member and his or her Immediate Family Members shall have such non-exclusive rights and privileges to use the Club Facilities as shall from time to time be granted by Club Owner. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home who will be the Member of the Club with respect to such Home.

4.2 Rights of Annual Members. Each Annual Member and his or her Immediate Family Members shall have the same non-exclusive rights and privileges as shall from time to time be granted by Club Owner to Members. Annual Memberships are open to any member of the public, whether a resident or non-resident, subject to reasonable limitations in number that may be imposed by the Club Owner from time to time. In order to exercise the rights of an Annual Member, a person must apply for and be issued an Annual Membership by the Club Owner. Annual Memberships shall be renewable on an annual basis. If an Annual Membership is acquired by a corporation, trust or other legal entity, then such Annual Member shall designate one (1) person who will exercise the rights of the Annual Member with respect to such Annual Membership.

4.3 Use by Persons Other than Members and Annual Members. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities available to individuals, persons, firms or corporations other than Members and Annual Members. Without limiting such rights, Club Owner has the right to reserve the Club Facilities for charitable, educational, social or business functions to the exclusion of the Members and Annual Members. Club Owner shall establish the fees to be paid, if any, by any person or entity using the Club who is not a Member or Annual Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Member's or Annual Member's obligations to the Club pursuant to this Club Plan, or give any Member or Annual Member the right to avoid any of the provisions of this Club Plan.

4.4 Subordination. This Club Plan and the rights of Members to use the Club Facilities are and shall be subject and subordinate to: (a) any mortgage, deed of trust, bond covenant or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities.

This provision shall be self-operative. The Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club by District. The Club shall be under the complete supervision and control of the District, and its agents and designees.

5.2 Transfer of Club. The District, as Club Owner, may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time, provided that, while any Bonds remain outstanding, the District must have received an opinion of Bond Counsel to the effect that such transfer will not cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5.3 Ambiguities. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding.

6. Club Expenses.

6.1 Club Assessments. In consideration for acquiring and providing for use of the Club by the Members, the District intends to cover payment of the Club Expenses by levying Club Assessments against each Owner. Collection of Club Assessments from the Owners shall be pursuant to the provisions of Chapter 170 and 197, Florida Statutes, and other applicable laws, as amended from time to time. [The District has financed Members' Club Expenses for Fiscal Year 2027, as part of the financing for the acquisition of the Club.]

6.2 Club Dues. Club Owner will set the Club Dues to be payable in advance by Annual Members for the ensuing Membership year, which will be the twelve (12) month period commencing October 1 of each year and ending on September 30 of the succeeding year. Club Owner reserves the right to set the amount of such annual Club Dues to be payable by Annual Members at any level it deems appropriate, provided it is the intent of Club Owner that the Club Dues payable by an Annual Member approximate the amount of the annual Club Assessments levied by Club Owner against an Owner from time to time. All Club Dues are subject to payment by the Annual Member of any applicable sales, use or other taxes, fees and charges imposed by any governmental entity. Annual Members may not use the Club Facilities without payment in full of the Club Dues. Club Dues shall not be abated for any reason, including, without limitation, temporary unavailability of all or any portion of the Club Facilities, disability of the Annual Member or their absence from use of the Club Facilities.

6.3 Club Fees. Club Owner will, from time to time, determine the amount of Club Fees to be paid by Members, Annual Members, Immediate Family Members, and non-members for services provided at the Club (e.g., food and beverages), for use of the Club Facilities by members of the public, and for rental of the Club Facilities by Members, Annual Members, Immediate Family Members, and members of the public. All Club Fees are subject to payment of applicable sales, use or other taxes and required transfer fees or charges imposed by any governmental entity. The failure of any Member, Annual Member, Immediate Family Member,

or member of the public to pay Club Fees shall constitute grounds for suspension of use of the Club Facilities, to disciplinary action and exercise of available legal remedies by the Club Owner.

6.4 Club Dues and Fees Schedule. The Club Dues and Club Fees shall be established by the Club Owner and may be revised from time to time (the “**Club Dues and Fees Schedule**”).

6.5 Perpetual. Subject to the provisions of Chapter 170, Florida Statutes, and other applicable provisions of Florida law, each Member shall be obligated to pay Club Assessments regardless of: (i) whether there is a Home on the Member’s Parcel, (ii) if there is a Home located on the Member’s Parcel, whether the Home is occupied, foreclosed, destroyed, renovated, replaced, rebuilt or leased or (iii) whether the Member desires to or is physically capable of using the Club.

6.6 Individual Homes. Owners of individual Homes shall pay Club Assessments for one membership per Home. If an Owner owns more than one Home, Club Assessments are payable for each and every Home owned by such Owner.

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, specific charges, ticket, service and/or use fees and charges (“**Special Use Fees**”), for which one or more Members, Annual Members, or Immediate Family Members (but less than all Members and Annual Members) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Members, Annual Members, Immediate Family Members, and members of the public shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.8 Additional Club Fees. If a Member, Annual Member, Immediate Family Member, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Fees against such Member, Annual Member, or Immediate Family Member in the amount necessary to pay such increased cost or repair such damage.

6.9 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

7. **Determination of Club Expenses**.

7.1 Fiscal Year. The fiscal year for the Club shall be October 1 of each year to September 30 of the succeeding year.

7.2 Adoption of Budget. Club Assessments for Club operations, maintenance and renewal and replacements expenses shall be established by the adoption of a projected Club budget by Club Owner (the “**Budget**”). Written notice of the amount and date of commencement

thereof shall be given in accordance with Chapter 190, Florida Statutes and other applicable law, as amended from time to time.

7.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is less than the actual Club Expenses, then the difference shall be subject to levy of an additional Club Assessment against the Owners.

7.4 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds funded by annual Club Assessments for the periodic maintenance, repair and replacement of improvements to the Club Facilities, and any required Bond covenants.

7.5 Collection. Club Owner shall determine from time to time the method by which Club Assessments, Club Dues, Club Fees, Special Use Fees and any other amounts due to Club Owner shall be collected. In addition to all rights of collection provided in this Club Plan and otherwise by law, the Pre-Transfer Club Owner shall continue to retain any and all rights set forth in the Pre-Transfer Club Plan or as provided by law to enforce the collection of Club Dues, Special Use Fees, Membership Fees (all as defined in the Pre-Transfer Club Plan) and other amounts due to the Pre-Transfer Club Owner under the Pre-Transfer Club Plan accrued through the date of the Club Plan Assignment, including, but not limited to, the right to foreclose any lien resulting from the non-payment of Membership Fees, as provided in the Pre-Transfer Club Plan ("**Pre-Transfer Club Plan Collection Rights**"), which Pre-Transfer Club Plan Collection Rights are incorporated into this Club Plan by reference as if fully stated herein.

8. Operations.

8.1 Control. The Club and the Club Facilities shall be under the complete supervision and control of Club Owner.

8.2 Club Manager. The District Manager may initially be the Club Manager, provided that, at any time, Club Owner may appoint a different Club Manager to act as its agent. The Club Manager and the District Manager may enforce the Club Rules and Regulations.

9. Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a location designated by the District within the Club Facilities visible to all Members without charge. Subject to review or approval by Bond Counsel, the District may lease or license any part of the Club Facilities to the Association for use for the benefit of residents of the Community.

10. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Annual Member, Immediate Family Member, and member of the public entitled to use the Club shall comply with following general restrictions:

10.1 Minors. The use of the Club by minors is governed by the Club Rules and Regulations. Parents are responsible for the actions and safety of such minors and any damages to the Club Facilities. Club Owner is not liable for the actions of such minors.

10.2 Responsibility for Personal Property and Persons. Each Member, Annual Member, and member of the public using the Club Facilities assumes sole responsibility for its

own health, safety and welfare, and the health, safety and welfare of his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each such person shall not allow any of the foregoing to damage the Club or interfere with the rights of other persons hereunder.

10.3 Vehicles and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Parking assumes all risk of loss with respect to his or her vehicle in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within vehicles and wallets, books, computers, cell phones, electronic devices, and clothing left in the pool area. No trailers or boats may be parked on the Club Property at any time.

10.4 Activities. Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every such person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. No person may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

10.5 Property Belonging to the Club. Property, furniture or equipment belonging to the Club shall not be removed from the room or area in which it is placed or from the Club Facilities.

10.6 Indemnification of Club Owner. **EACH MEMBER, ANNUAL MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, NON-MEMBER AND OTHER PERSON USING THE CLUB FACILITIES (EACH AN “INDEMNIFYING PARTY”) AGREES TO INDEMNIFY AND HOLD HARMLESS CLUB OWNER, DISTRICT MANAGER, AND CLUB MANAGER, THEIR OFFICERS, SUPERVISORS, PARTNERS, AGENTS, EMPLOYEES, AFFILIATES, DIRECTORS AND ATTORNEYS (COLLECTIVELY, “INDEMNIFIED PARTIES”) AGAINST ALL ACTIONS, INJURY, CLAIMS, LOSS, LIABILITY, DAMAGES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER (“LOSSES”) INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES FROM AND AFTER THE DATE HEREOF, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, AS A RESULT OF OR IN ANY WAY RELATED TO THE INDEMNIFYING PARTY’S ACTIONS RELATING TO OR ARISING OUT OF USE OF THE CLUB FACILITIES BY THE INDEMNIFYING PARTY AND THEIR IMMEDIATE FAMILY MEMBERS, AND GUESTS, OR THE INTERPRETATION OF THIS CLUB PLAN, AND/OR THE CLUB RULES AND REGULATIONS AND/OR FROM ANY ACT OR OMISSION OF THE CLUB OR OF ANY OF THE INDEMNIFIED PARTIES RELATED TO OR ARISING OUT OF THE FOREGOING. LOSSES SHALL INCLUDE THE DEDUCTIBLE PAYABLE UNDER ANY OF THE CLUB’S INSURANCE POLICIES. THIS PROVISION SHALL SURVIVE**

TERMINATION OF THE CLUB PLAN, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

10.7 Attorneys' Fees. Should any Indemnifying Party bring suit against Club Owner, District Manager, or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Indemnifying Party shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal. Otherwise, in any dispute arising out of or related to this Agreement, each party shall bear its own attorney's fees and costs.

10.8 Indemnification of Pre-Transfer Indemnified Parties. The provisions of Section 14.6 of the Pre-Transfer Club Plan regarding indemnification of the Indemnified Parties by the Members and Immediate Family Members, as defined in Section 14.6, and the provisions of Section 14.7 regarding Attorney's Fees for such Indemnified Parties, shall remain in full force and effect as to the Indemnified Parties prior to the date of acquisition of the Club by the District for all acts or omissions of such Indemnified Parties incurred prior to the date of acquisition of the Club by the District.

10.9 Unrecorded Rules. Club Owner has terminated the current "The Residences Club Rules and Regulations" adopted under the Pre-Transfer Club Plan. Club Owner may adopt rules and regulations ("**Club Rules and Regulations**") from time to time and amend same. Club Owner may determine not to record such Club Rules and Regulations; therefore, each Owner and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club and become familiar with the same. Such Club Rules and Regulations are in addition to the general restrictions set forth in this Club Plan, and shall be binding upon the Members, Annual Members, Immediate Family Members, and the general public.

10.10 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Members, Annual Members, Immediate Family Members, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time without notice.

11. Violation of the Club Rules and Regulations.

11.1 Basis for Suspension. The membership rights of a Member, Annual Member, or Immediate Family Member may be suspended by Club Owner if in the sole judgment of Club Owner:

11.1.1 such person is not an Owner, Lessee or Annual Member;

11.1.2 the Member or Annual Member violates one or more of the Club Rules and Regulations;

11.1.3 an Immediate Family Member, a guest or other person for whom a Member or Annual Member is responsible violates one or more of the Club Rules and Regulations;

11.1.4 a Member fails to pay Club Assessments or an Annual Member fails to pay Club Dues in a proper and timely manner, or an Member or Annual Member fails to pay Club Fees or Club Special Use Fees or fails to pay for damages incurred by Club Owner and invoiced to Member or Annual Member;

11.1.5 a Member, Annual Member, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner; or

11.1.6 Any other reasons as set forth in the Club Rules and Regulations

11.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any membership or use privileges to use any or all of the Club Facilities or services. By way of example, and not as a limitation, Club Owner may suspend the membership use rights of a Lessee if such Lessee's Owner fails to pay Club Assessments due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a person to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member) or Club Manager may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No person whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Assessments, Club Dues or any other fees, except as determined by Club Owner, in its discretion. Under no circumstance will a person's membership privileges be reinstated until all Club Assessments, Club Dues, Club Fees, Club Special Use Fees and other amounts due to the Club are paid in full. Other rights and remedies pertaining to suspension may be provided for in the Club Rules and Regulations.

12. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Assessments of Club Dues during casualty or reconstruction. After any reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner may terminate this Club Plan by document recorded in the Public Records, provided termination of the Club Plan shall not terminate Club Assessments.

13. Risk of Loss. Club Owner shall not be liable for, and the Members and Annual Members and members of the public using the Club Facilities assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from

any act of negligence of any other person, or fire, or hurricane, or other act of God or force majeure, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. No Member shall be entitled to cancel its obligations under this Club Plan or any abatement in Club Assessments of Club Dues on account of any such occurrence.

14. **Additional Indemnification of Club Owner.** EACH MEMBER, ANNUAL MEMBER, AND MEMBER OF THE PUBLIC UTILIZING THE CLUB FACILITIES COVENANT AND AGREE JOINTLY AND SEVERALLY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION OR DAMAGES ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, SUSTAINED ON OR ABOUT THE COMMON AREAS, CLUB PROPERTY, OR OTHER PROPERTY SERVING ASSOCIATION, AND IMPROVEMENTS THEREON, OR RESULTING FROM OR ARISING OUT OF ACTIVITIES OR OPERATIONS OF ASSOCIATION OR OWNERS, AND FROM AND AGAINST ALL COSTS, EXPENSES, COURT COSTS, COUNSEL FEES, PARAPROFESSIONAL FEES (INCLUDING, BUT NOT LIMITED TO, ALL TRIAL AND APPELLATE LEVELS AND WHETHER OR NOT SUIT BE INSTITUTED), EXPENSES AND LIABILITIES INCURRED OR ARISING FROM ANY SUCH CLAIM, THE INVESTIGATION THEREOF, OR THE DEFENSE OF ANY ACTION OR PROCEEDINGS BROUGHT THEREON, AND FROM AND AGAINST ANY ORDERS, JUDGMENTS OR DECREES WHICH MAY BE ENTERED RELATING THERETO, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

15. **No Waiver.** The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any person, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner shall be effective unless made by Club Owner in writing.

16. **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with the Community in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of the Community and property owned by Club Owner, shall be burdened with the provisions of this Club Plan. Every Owner, by acceptance of a deed, shall automatically assume and agree to comply with the provisions of this Club Plan.

17. **Resolution of Disputes.** CLUB OWNER, AND, BY ACCEPTANCE OF A DEED TO A HOME IN THE COMMUNITY, EACH OWNER AND LESSEE, AND EACH ANNUAL MEMBER AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, EACH OWNER, MEMBER, IMMEDIATE FAMILY

MEMBER, GUEST, LESSEE AND ANNUAL MEMBER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. NOTWITHSTANDING ANYTHING IN THIS CLUB PLAN TO THE CONTRARY, THE CLUB OWNER SHALL NOT BE LIABLE TO ANY MEMBER, ANNUAL MEMBER, OWNER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE, OR MEMBER OF THE PUBLIC UTILIZING THE CLUB FACILITIES, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE, AND MEMBER OF THE PUBLIC AGREES NOT TO BRING ANY CLAIM AGAINST CLUB OWNER AS A REPRESENTATIVE OF A CLASS OR TO PARTICIPATE AS A MEMBER IN ANY CLASS ACTION AGAINST CLUB OWNER. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN.

18. Venue. VENUE FOR THE RESOLUTION OF ANY DISPUTE ARISING OUT OF, REGARDING OR IN ANY WAY CONNECTED TO THE CLUB, THE CLUB PLAN OR USE OF THE CLUB FACILITIES SHALL LIE EXCLUSIVELY IN MIAMI-DADE COUNTY, FLORIDA.

19. Release. BEFORE ACCEPTING A DEED TO A HOME, OR BEFORE APPLYING FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME OR SUBMITTAL OF AN APPLICATION FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER AND ANNUAL MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A HOME OR APPLYING FOR AN ANNUAL MEMBERSHIP THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER OR ANNUAL MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER AND ANNUAL MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS,

EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, SUPERVISORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA AND SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

20. **Amendment.** Club Owner shall have the right to terminate this Club Plan or amend any portion or portions of this Club Plan as it deems appropriate in its sole discretion, at any time and from time to time, without the joinder or consent of any person or entity whatsoever, and without notice. Club Owner's right to amend under this provision is to be construed as broadly as possible. Each Owner, Member and Annual Member agrees that he, she or it has no vested property, contract or other legal or equitable rights under current statutory or case law or otherwise with respect to any provision in this Club Plan. In the event of an ambiguity arising out of or related to this Club Plan, Club Owner shall have the sole right and authority to interpret the meaning of the Club Plan and resolve any ambiguities, the determination of the Club Owner shall be binding on all parties.

21. **Severability.** Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

22. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, e-mailed or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing, provided proof of receipt is required for emailed delivery of notice.

23. **Florida Statutes.** Notwithstanding anything in this Club Plan to the contrary, the provisions of Chapter 190, Florida Statutes, and other laws applicable to the District, as amended from time to time, shall control in the event of a conflict with or ambiguity in the terms of this Club Plan.

24. **Headings.** The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW, WHEREFORE, Two Lakes Community Development District has set its signature and seal below this ____ day of _____, 2026.

WITNESSES:

**DOWNTOWN DORAL SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

Signature Witness #1

Printed Name Witness #1

Address: _____

By: _____
Chairperson/Vice-Chairperson

Signature Witness #2

Printed Name Witness #2

Address: _____

ATTEST:

Secretary/Asst. Secretary

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as Chairperson of Downtown Doral South Community Development District, on behalf of the District, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

[Notary Seal]

EXHIBIT "A"

LEGAL DESCRIPTION OF CLUB PROPERTY

A Portion of the South 1/2 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of the South 1/2, of the Northwest 1/4, of the Southwest 1/4, of said Section 22; thence S88°36'17"E, along the North Line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22, for a distance of 2065.14 feet; thence S27°22'42"E for a distance of 513.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S27°22'42"E for a distance of 269.00 feet; thence N62°37'18"E for a distance of 218.71 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly and Easterly along the arc of said curve, having for its elements a radius of 75.00 feet, through a central angle of 29°08'19" for an arc distance of 38.14 feet to a point of tangency; thence S88°14'24"E for a distance of 94.70 feet; thence N01°45'36"E for a distance of 162.53 feet; thence N88°36'17"W for a distance of 366.61 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 50.00 feet, through a central angle of 28°46'25" for an arc distance of 25.11 feet to a point of tangency; thence S62°37'18"W for a distance of 71.67 feet to the POINT OF BEGINNING.

Containing 83,397 Square Feet or 1.91 Acres more or less.

EXHIBIT “B”

GENERAL DESCRIPTION OF CLUB FACILITIES

Table 1			
Category	Description	Area (SF)	Occupancy Capacity
Property Parcel Information			
Clubhouse Address	4651 NW 82 Avenue, Doral, FL 33166		
Fitness Center Address	8151 NW 46 Terrace, Doral, FL 33166		
Folio # (Clubhouse & Fitness Ctr.)	35-3022-040-7140		
Property Legal Description	Tract "I1" of Downtown Doral South Phase TWO, (PB 173, PG73)		
Property Area (Square Feet)	Property Area per the Recorded Plat (Square Feet)	83,397	
Property Area (Acres)	Property Area per the Recorded Plat (Acres)	1.91	
Property Site Area Breakdown			
	19 Onsite Parking Spaces, Including 2 Accessible	3,258	
	51 Offsite Parking Spaces Within Walking Distance	0	
	Clubhouse Building Footprint and Occupancy Capacity	14,795	675
	Fitness Center Building Footprint and Occupancy Capacity	13,018	836
Category	Description	Area (SF)	Occupancy Capacity
	Pool Deck	14,276	476
	Pool Water	6,749	135
	Splash Pad	1,822	37
	Landscaped Open Areas, Driveways and Outdoors Paths	29,479	
	Total Property Site Area Coverage	83,397	
	Total Property Acreage	1.91	
	Total Property Occupancy Capacity		2,159
Clubhouse Bldg. Area Breakdown			
Air-Conditioned Areas	Billiard Room	386	25
	Business Room	622	7
	Club Room	1,043	149
	Concierge	185	2
	Foyer	421	29
	Kitchen	442	3
	Lounge Room	909	130
	Management Office	185	2
	Reception Room	1,188	170
	Receptionist	133	2

	Youth Center	622	42
	Halls, Corridors, Restrooms, Common Areas	3,949	
	Sub-Total Air-Conditioned Areas	10,085	
Non-Air-Conditioned Areas	Covered Terrace - Logia	4,187	112
	Covered Front Porch	523	
	Sub-Total Non-Air-Conditioned Areas	4,710	
	Total Clubhouse Building Area	14,795	
	Occupancy Rounding (+2)		2
	Total Clubhouse Building Occupancy Capacity		675
Fitness Center Area Breakdown			
Air-Conditioned Areas	Indoor Basketball Court (1st Floor)	6,655	444
	Reception (1st Floor)	473	32
	Spinning Cardio (1st Floor)	616	13
	Weightlifting Room 1 (1st Floor)	2,153	44
	Kids' Room (2nd Floor)	320	22
	Manager's Office (2nd Floor) (Proposed for HOA office use)	117	2
	Massage Room (2nd Floor) (Proposed for HOA office use)	124	2
	Running Track (2nd Floor)	2,624	175
	Weightlifting Room 2 (2nd Floor)	2,421	49
	Yoga/Aerobics (2nd Floor)	801	54
	Halls, Corridors, Restrooms, Common Areas	3,251	
Table 1			
Category	Description	Area (SF)	Occupancy Capacity
	Sub-Total Air-Conditioned Areas	19,555	
Non-Air-Conditioned Areas	Balcony 1	144	
	Balcony 2	121	
	Covered Entry	155	
	Service Yard	910	
	Stair-Storage Area	153	
	Storage	308	
	Spa	88	
	Sub-Total Non-Air-Conditioned Areas	1,879	
	Total Fitness Center Building Area	21,434	
	Occupancy Rounding (-1)		-1
	Total Fitness Center Occupancy Capacity		836

MEMORANDUM

TO: District Manager

FROM: Billing Cochran, P.A.
District Counsel

DATE: June 11, 2026

RE: 2026 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter [TBD], Laws of Florida (HB 0145). This legislation amends the sovereign-immunity statute to raise liability caps and change tort-claim procedures for government entities. The bill revises Section 768.28, Florida Statutes, increasing the statutory limits on damages recoverable against the state and its agencies/subdivisions (including special districts). For causes of action accruing on or after October 1, 2026, the liability caps increase from \$200,000 to \$350,000 per person and from \$300,000 to \$500,000 per incident. The bill also authorizes state agencies and subdivisions to settle claims or judgments in excess of those caps, up to available insurance limits, without requiring a legislative claims bill.

The bill authorizes a state subdivision (e.g. counties, municipalities, special districts including CDDs) to settle a claim or judgment in excess of the statutory cap without requiring a separate legislative claim bill, so long as settlement is within insurance coverage limits. The bill prohibits any insurance policy issued on or after October 1, 2026, from conditioning liability coverage or payment on the later enactment of a legislative claim bill.

In addition, the bill shortens the pre-suit notice period by requiring claimants to present a claim to the appropriate agency within 18 months after accrual of the claim, rather than the current three-year period. It also revises the statute of limitations by requiring most negligence actions against governmental entities to be filed within two (2) years, while maintaining existing limitations periods for medical malpractice, wrongful death, and contribution claims. The bill also reduces the time for an agency or the Department of Financial Services to make a final disposition of a claim before it is deemed denied, from six (6) months to four (4) months.

This law applies directly to CDDs because CDDs are among the “subdivisions” of state government covered by section 768.28, Florida Statutes. As such CDDs may now be subject to higher damage awards for tort claims.

2. Chapter [TBD], Laws of Florida (HB 273). This legislation revises Florida law governing state financial assistance and rural economic development programs to include certain

special districts and improve payment processing for eligible rural entities. The bill amends Section 215.971, Florida Statutes to allow state agencies, under certain conditions, to directly facilitate or expedite payment of invoices for counties, municipalities, and qualifying special districts, particularly those located in rural areas or designated rural areas of opportunity. It authorizes agencies to structure agreements so that eligible rural governments and certain special districts, especially those providing water and wastewater services, receive faster payment processing for verified, completed work. The intent is to reduce financial strain and cash flow challenges that rural entities often face when administering state-funded projects, while preserving existing legal and regulatory requirements. The legislation also amends Section 288.0656, Florida Statutes to expand the definition of “rural community” to explicitly include independent special districts that provide water and wastewater services within rural areas of opportunity. This expansion makes those districts eligible for rural economic development support programs and related state assistance. The act takes effect July 1, 2026.

This legislation applies CDDs in a limited and conditional way, depending on the type of CDD and the services it provides. CDDs that are involved in state-funded infrastructure projects, such as water, wastewater, drainage, or utility improvements, may benefit from the amendment to Section 215.971, Florida Statutes. If a CDD is acting as a recipient or sub recipient of state financial assistance, the law allows state agencies to structure agreements so that invoices can be processed and paid more quickly for verified work. This can improve cash flow for CDDs building infrastructure, particularly smaller or rural CDDs that rely on this type of reimbursement funding. Second, the bill’s expansion of the definition of “rural community” under Section 288.0656, Florida Statutes generally does not directly include most CDDs, because eligibility is tied primarily to counties, municipalities, and independent special districts providing water and wastewater services in rural areas of opportunity. A typical CDD would only benefit if it meets those narrow conditions, meaning it operates in a qualifying rural area and functions in a way that aligns with the statutory definition (or is structured similarly to an independent utility-focused district).

3. Chapter [TBD], Laws of Florida (HB 0655). This legislation creates a new exemption under Florida law (Section 70.90, Florida Statutes) that allows agencies to hold closed attorney-client meetings during the 90-day notice period for claims brought under the Bert J. Harris, Jr., Private Property Rights Protection Act. These closed meetings are limited to discussions between the agency and its attorney for purposes of settlement strategy or negotiation of private property rights claims. While the meetings are exempt from Florida’s Sunshine Law, they must still be recorded by a certified court reporter, fully transcribed, and later released as a public record once the claim is resolved or the statute of limitations expires if no settlement or litigation occurs.

The law also creates a temporary public records exemption for the transcripts, recordings, minutes, and related materials generated during these closed sessions, ensuring confidentiality during active negotiations. However, this exemption is not permanent; it is subject to future legislative review and sunsets in 2031 unless reenacted. The act takes effect July 1, 2026.

The law allows a CDD Board of Supervisors to hold closed attorney-client sessions when the CDD is facing a pre-suit claim under the Bert J. Harris, Jr., Private Property Rights Protection Act regarding topics such as land use impacts, infrastructure construction, easement disputes, and development-related claims that can trigger property rights assertions under the Bert Harris Act.

During these closed sessions, the CDD can privately discuss settlement strategy with its attorney without public disclosure of sensitive legal positions. However, the exemption is narrow and procedural. The CDD must still provide public notice of the meeting, the session must begin and end in an open meeting, and a certified court reporter must record everything discussed. Although the discussion is confidential at the time, the transcript becomes a public record once the claim is resolved or the statutory timeframe expires if no settlement or lawsuit is filed.

4. Chapter 2026-115, Laws of Florida (HB 1085). This legislation creates the Local Government Cybersecurity Protection Program within the Florida Digital Service to assist local governments in strengthening cybersecurity defenses, particularly against threats such as ransomware. It establishes a statewide grant and procurement program that allows eligible local governments to access cybersecurity-related information technology commodities and services through contracts managed by the Florida Digital Service, with a preference for fiscally constrained counties. The program also requires data-sharing agreements between the state and participating local governments to support threat detection, prevention, and incident response.

Local governments may either apply for grants or independently purchase cybersecurity services through state-negotiated contracts, though the local government remains responsible for any associated costs. The law further requires annual reporting to the Governor and Legislature on program participation, funding, and outcomes, ensuring oversight and transparency. The program is set to operate through 2031 unless reenacted. The act takes effect July 1, 2026.

This law applies to CDDs because CDDs are local governments for many operational purposes, including infrastructure, procurement, and administrative functions, and therefore fall within the category of eligible participants under the Local Government Cybersecurity Protection Program. CDDs would be able to access state-negotiated cybersecurity contracts and services through the Florida Digital Service to improve protection of district systems. Even if a CDD does not apply for a cybersecurity grant, it may still purchase cybersecurity commodities and services through the state contracts, which could help reduce costs and improve security standards. However, participation is optional rather than mandatory, and CDDs remain responsible for all costs associated with any purchases or services obtained under the program.

5. Chapter [TBD], Laws of Florida (SB 1180). This legislation makes several targeted but significant changes to the law governing CDDs under Chapter 190, Florida Statutes, with the most important impact being the creation of a formal recall process for elected board members. The bill's primary feature is the creation of a new statutory section establishing a detailed procedure that allows qualified electors within a CDD to remove elected members of the board of supervisors through a recall process. The law limits recall to specific grounds such as malfeasance, misfeasance, neglect of duty, incompetence, drunkenness, permanent inability to perform duties, or conviction of certain felonies. It sets out a structured, multi-step process that begins with a petition signed by at least 10 percent of eligible voters, followed by verification of signatures, the preparation of a formal record of recall proceedings, and then a second petition requiring 15 percent of electors to trigger a recall referendum. If the referendum proceeds, a majority vote determines whether the board member is removed from office, and any resulting vacancy is filled according to existing statutory procedures. The legislation also imposes campaign finance requirements on recall efforts, establishes timelines, governs petition form and verification, allows limited

withdrawal of signatures, and creates penalties for fraud or misconduct in the petition process. In addition to the recall framework, the bill clarifies that CDD board members elected by residents are subject to recall, aligning CDD governance more closely with other forms of local government accountability. It also provides that individuals removed by recall, or who resign after a recall petition is filed, are ineligible for reappointment to the board for two years.

The legislation further revises the definition of “compact, urban, mixed-use district” under Section 190.003, Florida Statutes. The revised definition applies to districts consisting of a maximum of 75 acres located within a municipality and within either a qualified opportunity zone or a community redevelopment area. The amendment clarifies qualifying development thresholds by providing that such districts must include either at least 400,000 square feet of retail development and 500 residential units, or at least 250,000 square feet of commercial development and 500 affordable residential rental units for very-low-income, low-income, or moderate-income persons. This revision is significant for developers because it affects eligibility and structuring considerations for the creation of certain community development districts.

The legislation clarifies that restrictions on local regulation of synthetic turf do not prevent a CDD from enforcing private deed restrictions, preserving a CDD’s ability to uphold community standards through covenants. The act takes effect July 1, 2026.

This law applies directly to CDDs because it creates, for the first time, a formal statutory process that allows residents to recall elected members of a CDD board of supervisors. It introduces clear procedures, thresholds, and legal standards for removal, thereby increasing accountability of board members to district electors. The law also clarifies that CDDs may continue enforcing deed restrictions despite broader limits on local regulation of synthetic turf and updates certain statutory definitions affecting district formation and development. Overall, the most significant impact is the shift toward greater resident oversight and governance accountability within CDDs.

5. Chapter 2026-3, Laws of Florida (SB 290). This legislation revises multiple areas of state law, with a primary focus on agriculture, public safety, contractor regulation, and consumer protection. A significant component of the legislation strengthens contractor and vendor accountability by requiring contractors to pay subcontractors and suppliers within 45 days of receiving payment, or in accordance with contractual terms, and authorizing disciplinary action for noncompliance. Additionally, vendors that default on contracts, fail to pay subcontractors, or demonstrate repeated poor performance may be suspended or barred from public contracting for up to five years.

The bill further clarifies and reinforces how public entities may lawfully spend funds and administer contracts for public purposes. The legislation affirms that public funds may be used for core governmental infrastructure and improvements, such as public buildings, emergency shelters, affordable housing, and energy efficiency projects, thereby helping to define the scope of permissible capital projects and expenditures. At the same time, it places limitations on the use of public funds for certain privately owned facilities, reinforcing the principle that expenditures must primarily serve a valid public purpose rather than confer a disproportionate private benefit. The act takes effect July 1, 2026.

This law applies directly to CDDs because CDDs function as local units of special-purpose government that procure services, manage infrastructure, and enter into public contracts. Since a CDD regularly contracts for construction, maintenance, and infrastructure improvements, the new requirement that contractors timely pay subcontractors and suppliers directly affects how a CDD administers its contracts. In addition, the provisions allowing suspension or disqualification of nonperforming vendors from public contracting are relevant to CDD procurement practices, especially where the district adopts or mirrors state purchasing standards. CDDs routinely finance and construct infrastructure such as roadways, utilities, stormwater systems, and public facilities. Clarifications regarding allowable public expenditures, such as for government buildings, emergency shelters, and infrastructure, help define the scope of permissible CDD projects and may influence how CDDs' structure future capital plans and bond-funded improvements.

Portions of the bill related to consumer protection and fraud prevention, including prohibitions on misrepresentation (such as impersonating officials), have indirect relevance. CDDs and District Management interact with residents, property owners, and contractors, so these provisions reinforce broader legal standards around transparency, proper representation, and avoidance of deceptive practices in district operations.

6. Chapter 2026-7, Laws of Florida (HB 399). This legislation is a comprehensive land use and development reform measure that primarily limits local government discretion in permitting, zoning, and development regulation while promoting consistency, affordability, and predictability in the development process. A central component of the legislation requires that application fees for development permits and orders imposed by counties and municipalities must be directly tied to the actual costs of reviewing and processing applications, must be publicly listed, and may not be based on construction value or project cost, thereby preventing fee structures that scale with development size rather than administrative expense. The act takes effect upon becoming law.

Even though CDDs do not exercise zoning or land use regulatory authority, the law applies to CDDs as infrastructure and service providers within the framework established by counties and municipalities. As a result, the bill's restrictions on local governments, particularly those related to development permitting, zoning, and land development regulations, will shape the regulatory environment in which CDDs plan, finance, and construct infrastructure.

The provisions limiting development application fees to actual administrative costs may reduce overall project costs for developments within CDD boundaries, which can influence the scope and timing of infrastructure financed by the CDD, including roads, utilities, and stormwater systems. Similarly, the requirement for more objective and clearly defined compatibility standards, along with limits on discretionary denials, may create a more predictable entitlement process, allowing CDDs to better coordinate infrastructure planning with approved development timelines and reduce delays that can affect bond issuances or capital improvement programs.

Although Chapter 2026-7 does not directly regulate CDD powers or governance, it significantly affects the local government land use framework that CDDs rely on, thereby affecting development timing, infrastructure planning, financing, and overall project feasibility within district boundaries.

7. Chapter [TBD], Laws of Florida (HB 967). This legislation establishes a clear legislative intent that local governments must accept electronic forms of payment, including credit cards, debit cards, charge cards, and electronic funds transfers, and specifically requires units of local government to offer online payment options. This applies broadly to counties, municipalities, special districts, and other local government entities, as well as constitutional officers such as clerks of court and tax collectors, unless another form of payment is required by law.

The legislation also preserves existing authority allowing local governments to pass along processing fees to users who choose electronic payment methods and confirms that governments are not liable for verifying card validity or available funds when processing such transactions. Importantly, it mandates that if a local government accepts electronic payments, it must also maintain an online system for doing so, reinforcing a statewide push toward digital accessibility and standardized payment options.

This legislation requires CDDs that collect any type of payment, such as fees, user charges, amenity payments, permit-related charges, or other CDD revenues, to offer electronic payment options, including credit cards, debit cards, and electronic funds transfers. It also specifically requires that if a CDD accepts electronic payments at all, it must maintain a system for accepting those payments online, which may require updates to CDD websites, billing platforms, or third-party payment processors. The legislation also allows CDDs to continue passing through processing fees associated with electronic payments (such as credit card convenience fees), and it preserves their ability to require verification of payment validity and sufficient funds. However, it removes discretion in practice by making online payment capability a mandatory feature for any CDD that accepts electronic payments in any form.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

DOWNTOWN DORAL SOUTH CDD



FIELD REPORT



September 16, 2026

**Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351**

Landscaping

- Equator Landscaping will be providing services on September 9th, 16th, and 28th.
- Equator will be conducting wet checks in all Paseos on September 10th and September 30th. Miami-Dade WASD bills quarterly.
- Equator Landscaping provided weed control on September 9th.
- Detail trimming services will be provided September 16th.
- Porter services were provided on a weekly basis on Monday, Wednesday, Thursday, Friday, and Saturday as per the contract.
- Landscaping fertilization/pest control services completed by Power X.

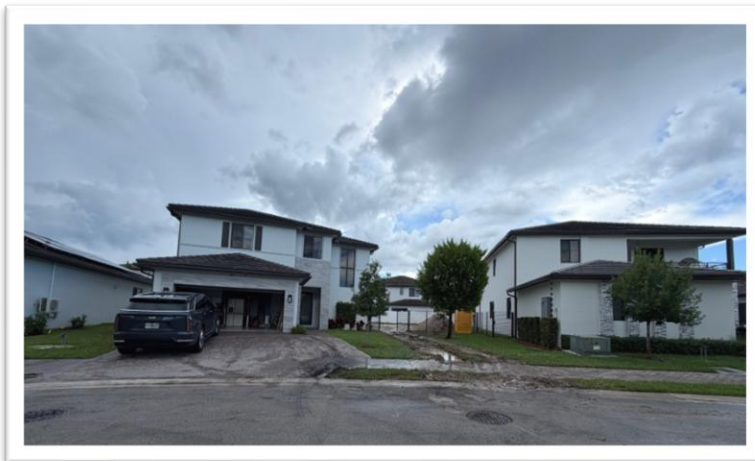


*DOWNTOWN DORAL
SOUTH DDS*

FIELD DIVISION REPORT
Mayra Padilla
mpadilla@gmssf.com
(954) 721-8681



- NW 51 TER Hedge will be pruned with a bucket truck to ensure light clearance.
- Lake promenade landscaping was inspected and was in satisfactory condition.

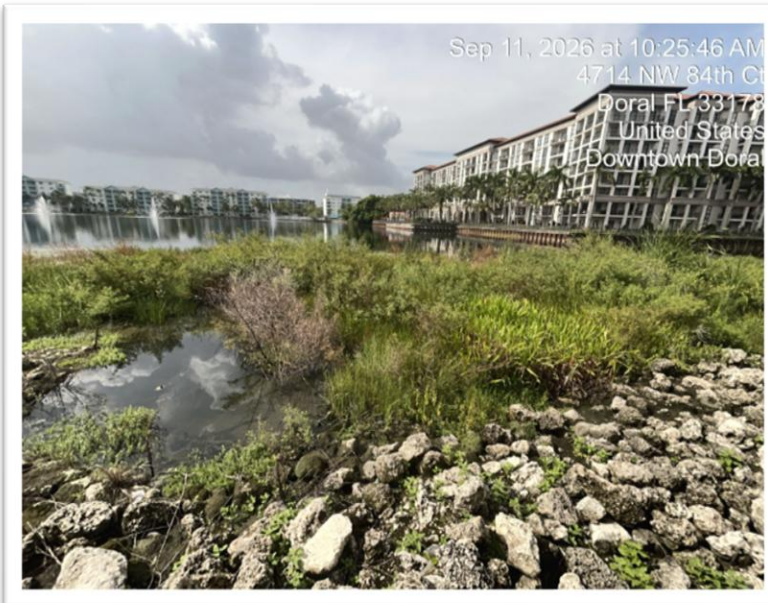


- Monitoring property damage caused heavy machinery conducting HOA approved work at 8167 NW 45 ST. CDD will request restoration reimbursement after completion.

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

Lake Maintenance

- Maintenance provided to the lake August 13th and August 27th, 2026 as indicated by Lake Doctors. Please see attached lake inspection reports, Exhibit A.
- Reported invasive weeds in littoral plant bed off of 85 AVE on 9.10.2026.
- All three lake fountains operating per most recent inspections.



Fountains Maintenance



- Five fountains are being serviced once a week by Florida Bright and Blue.
- Fountains will be drained, deep cleaned, and re-filled beginning 9.14.2026.

Playground

- Replacement proposal requested for ripped awning (See Exhibit B).



**DOWNTOWN DORAL
SOUTH DDS**

FIELD DIVISION REPORT
Mayra Padilla
mpadilla@gmssf.com
(954) 721-8681



- Paseo structures are in satisfactory condition per latest inspections.

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

*DOWNTOWN DORAL
SOUTH DDS*

FIELD DIVISION REPORT
Mayra Padilla
mpadilla@gmssf.com
(954) 721-8681



- NW 80 AVE French Drain Improvements from the Builder ongoing.
- Fishtail Palms were re-planted on August 10th.
- Equator completed a wet check irrigation inspection of NW 80 AVE.

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

Exhibit A

Lake service reports from The Lake Doctors.



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc. is committed to the stewardship of waterways as well as the health & safety of our Customers and Team Members. All materials selected for use on your property are registered by the United States Environmental Protection Agency. All of our Team Members are state-certified applicators and ensure that any materials used pass our quality assurance evaluations. To further promote safety, please comply with all instructions and recommendations.

Completed Work Order Information

Account #: 727076 **DOWNTOWN DORAL SOUTH CDD**
Site Information: 4101 NW 87 Ave , Miami, FL 33178-
Customer Billing Information: 5385 N Nob Hill Rd , Sunrise FL 33351-
Service Branch Information: 1200 Stirling Rd
(954) 565-7488
Lake Doctors Corporate HQ: 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256
AR@lakedoctors.com www.lakedoctors.com
Event Name: Water Management - Zone 2
Work Order Number: 2187569
Service Date: 8/13/2026
Target Pests (if applicable): Algae- various species

**Thank you for
your business!**

Service Notes & Observations

Treated lake for emergent and terrestrial vegetation control and overall aquatic health. Thank you.

Environmental Conditions

Weather: Overcast
Temperature: 91.26
Wind Direction: West
Wind Speed: 4.61
Humidity: 68.0000

Treated Shoreline Weeds

Services Completed by:

Stephen Dellon
(321) 316-7319 / stephen.dellon@lakedoctors.com

HOPPY WITH US?
PLEASE SHARE YOUR FEEDBACK.



www.lakedoctors.com/leave-a-review/

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

DOWNTOWN DORAL SOUTH DDS

FIELD DIVISION REPORT

Mayra Padilla

mpadilla@gmssf.com

(954) 721-8681



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc. is committed to the stewardship of waterways as well as the health & safety of our Customers and Team Members. All materials selected for use on your property are registered by the United States Environmental Protection Agency. All of our Team Members are state-certified applicators and ensure that any materials used pass our quality assurance evaluations. To further promote safety, please comply with all instructions and recommendations.

Completed Work Order Information

Account #: 727076 DOWNTOWN DORAL SOUTH CDD
Site Information: 4101 NW 87 Ave , Miami, FL 33178-
Customer Billing Information: 5385 N Nob Hill Rd , Sunrise FL 33351-
Service Branch Information: 1200 Stirling Rd
(954) 565-7488
Lake Doctors Corporate HQ: 4651 Salisbury Rd. Suite 155 Jacksonville, FL 32256
AR@lakedoctors.com www.lakedoctors.com
Event Name: Water Management - Zone 2
Work Order Number: 2178110
Service Date: 8/27/2026
Target Pests (if applicable): Algae- various species

**Thank you for
your business!**

Service Notes & Observations

Treated lake for aquatic vegetation control, algae control/prevention, and overall aquatic health. Thank you.

Environmental Conditions

Weather: Raining
Temperature: 91.72
Wind Direction: South-East
Wind Speed: 5
Humidity: 66.0000

Treated for Algae & Invasive Aquatic Weeds

Services Completed by:

Stephen Dellon
(321) 316-7319 / stephen.dellon@lakedoctors.com

HOPPY WITH US?
PLEASE SHARE YOUR FEEDBACK.



www.lakedoctors.com/leave-a-review/

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

**DOWNTOWN DORAL
SOUTH DDS**

FIELD DIVISION REPORT
Mayra Padilla
mpadilla@gmssf.com
(954) 721-8681

Exhibit B



CGC 1518016
12250 SW 129 Ct, Unit 109
Miami, FL 33186
T 305 255-8884
C 786-423-3044
email: ortiz.const.svcs@gmail.com

Date	Estimate #
9/10/2026	2026-1065

Name / Address		Project	
DOWNTOWN DORAL SOUTH CDD C/O GMSSF 5385 N Nob Hill Road Sunrise, FL 33351			
Description	Qty	Rate	Total
Rectangular Sail shades 4"X30'	2	5,640.00	11,280.00
Triangle Sail shade 60"X51"X42'	1	5,690.00	5,690.00
PLEASE NOTE: 3 weeks for installation after deposit is received 3 years warranty on fabric			
WORK CANNOT BEGIN WITHOUT SIGNED PROPOSAL		Total	\$16,970.00

**Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351**



Memorandum

To: Board of Supervisors

From: District Management

Date: October 1st, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

This final report is submitted in compliance with recent legislative requirements established by the Florida Legislature during its 2024 session to enhance accountability and transparency for all special districts.

District Management had identified the following focus areas with statutorily compliant goals for the Fiscal Year 2026:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

In addition, a standardized annual reporting form was created to serve both the goal-setting and yearly reporting statutory requirements.

The goals, objectives, performance measures, and standards discussed herein represent the adopted framework by the Board of Supervisors to maintain compliance with House Bill 7013 and demonstrate the District's ongoing commitment to transparency and public accountability.

This report details the accomplishments for the Fiscal Year 2025, confirming that all goals and objectives were met, outlines the performance measures and standards employed, and provides summaries of significant projects such as the Lake Restoration efforts and the District Engineer's yearly infrastructure condition assessment.

District Management recommends this report be accepted as the official and final Annual Report required under Florida Statutes Section 189.0694 and related provisions.

Ben Quesada
District Manager
GMS-SF

DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT
2025-2026 REPORT – PERFORMANCE MEASURES
AND STANDARDS

Exhibit A:
Goals, Objectives, and Annual Reporting Form



Ben Quesada
District Manager
GMS-SF

Downtown Doral South Community Development District

Performance Measures & Standards – Annual Report

Reporting Period: October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

The District satisfied statutory requirements by holding regular Board meetings as scheduled, despite some cancellations, with more than three meetings conducted during the Fiscal Year.

Meeting Dates:

- **Special Meeting** October 8, 2025 at **7:00PM**
- October 15, 2025
- **Special Meeting** November 19, 2025 at **6:30PM**
- December 17, 2025 - Cancelled
- January 21, 2026
- February 18, 2026
- March 18, 2026
- April 15, 2026
- May 20, 2026 at **9AM**
- June 17, 2026 at **3PM**
- July 15, 2026 at **12PM**
- **Special Meeting** July 30, 2026 at **11:30AM** - Cancelled
- August 19, 2026 at **6PM**
- **Special Meeting** August 31, 2026 at **9AM**
- September 16, 2026 at **12PM**

Result: Standard achieved.

Goal 1.2: Notice of Meetings Compliance

All meetings were properly noticed on the District website and via local newspaper, in compliance with Florida Statutes.

Result: Standard achieved.

Goal 1.3: Access to Records Compliance

Monthly website reviews were performed, and minutes and public records remain current and available.

Result: Standard achieved.

2. Infrastructure and Facilities Maintenance

Ben Quesada
District Manager
GMS-SF

Goal 2.1: Field/District Management Site Inspections

Management conducted site inspections per the District Management Services Agreement.

Result: Standard achieved. – Field Reports were distributed monthly and included on every meeting agenda.

Goal 2.2: District Engineer Inspections

The District Engineer completed the mandated annual infrastructure inspection and submitted a formal report.

Result: Standard achieved. – Annual Engineering Report was accepted on August 19, 2026.

3. Financial Transparency and Accountability**Goal 3.1: Annual Budget Preparation**

The proposed FY2025 budget was approved before June 15, and the final adopted before September 30, with both posted online.

Result: Standard achieved. – Fiscal Year 2027 Budget was adopted on August 19, 2026.

Goal 3.2: Financial Reports

The District website includes the latest annual audit, current budget, and financials as required.

Result: Standard achieved.

Goal 3.3: Annual Financial Audit

The annual independent audit done by Grau and Associates was completed, approved, published online, and sent to the State of Florida.

Result: Standard achieved. – FY 2025 Audit accepted on March 18, 2026.

4. Five Year Stormwater Maintenance Plan Update**Phase I Completed:**

Phase 1 of annual stormwater maintenance plan was completed in January 2026.

5. Irrigation Improvement Project

Improvements to District irrigation system throughout the swales in Canarias and portions of 82 AVE are 90% completed. Water pressure has significantly improved along these right of ways.

6. Engineer's Annual Report Summary (2025)

The District's public infrastructure, including lakes, drainage, access roads, and landscape buffers, is in generally good repair, working order, and condition as of the most recent inspection in June 2026 by Alvarez Engineers

Phase I of the five-year stormwater maintenance plan was completed.
Irrigation improvements should be completed by the end of 2026.

The proposed FY2026-2027 budget is deemed adequate for maintenance, repairs, and operations.

The District carries comprehensive insurance, including property, general liability, public officials coverage, and more, with sufficient budget for renewal.

Overall Determination

The Downtown Doral South Community Development District met all Performance Measures and Standards for Fiscal Year 2025-2026. Required meetings, transparency efforts, infrastructure maintenance, and financial protocols were fulfilled. The CDD also progressed substantially fully completed Phase I stormwater mainetnance, and funded Phase II, with engineering oversight confirming system integrity and planned improvements.

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Downtown Doral South Community Development District

District Manager: _____

Date: _____

Print Name: _____

Downtown Doral South Community Development District

Ben Quesada
District Manager
GMS-SF



To: Board of Supervisors

From: District Management

Date: September 8, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2026, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2026), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Downtown Doral South Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three 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 three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, 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 per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

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 ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: 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 inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

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

Achieved: Yes ☐ No ☐

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 & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

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

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

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Downtown Doral South Community Development District

District Manager: _____

Date: _____

Print Name: _____

Downtown Doral South Community Development District

Downtown Doral South
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2026

<i>Date</i>	<i>check #'s</i>		<i>Amount</i>
7/1-7/31	1152-1168	\$	179,893.65
	ACH	\$	3,750.65
8/1-8/31	1169-1174	\$	60,314.83
	ACH	\$	3,840.28
TOTAL		\$	247,799.41

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/08/26	000008	6/03/26 9244	202605 310-51300-31100		*	4,947.50	
		MAY 26 - IRRIGATION TASKS					
		6/03/26 9245	202605 310-51300-31100		*	700.00	
		MAY 26 - ENGINEERING SVC					
				ALVAREZ ENGINEERS, INC.			5,647.50 001152
7/08/26	000006	4/30/26 198533	202604 310-51300-31500		*	1,830.00	
		APR 26 - GENERAL COUNSEL					
		5/31/26 198935	202605 310-51300-31500		*	4,410.00	
		MAY 26 - GENERAL COUNSEL					
				BILLING COCHRAN, P.A.			6,240.00 001153
7/08/26	000004	6/23/26 9-351-03	202606 310-51300-42000		*	49.22	
		DELIVERIES THRU 6/12/26					
				FEDEX			49.22 001154
7/08/26	000001	7/01/26 202	202607 320-53800-34000		*	1,974.92	
		JUL 26 - FIELD SERVICES					
		7/01/26 203	202607 310-51300-34000		*	4,083.50	
		JUL 26 - MGMT FEES					
		7/01/26 203	202607 310-51300-31300		*	238.50	
		JUL 26 - DISSEMINATION					
		7/01/26 203	202607 310-51300-49500		*	114.50	
		JUL 26 - WEBSITE ADMIN					
		7/01/26 203	202607 310-51300-42000		*	3.70	
		JUL 26 - POSTAGE					
		7/01/26 203	202607 310-51300-42500		*	4.05	
		JUL 26 - COPIES					
				GMS-SF, LLC			6,419.17 001155
7/08/26	000028	7/01/26 387025B	202607 320-53800-46800		*	1,600.00	
		JUL 26 - WATER MGMT					
				THE LAKE DOCTORS, INC.			1,600.00 001156
7/08/26	000048	6/30/26 IN158758	202606 310-51300-48000		*	326.74	
		PH FY26/27 BGT BOS MTG					
				MCCLATCHY COMPANY LLC			326.74 001157
7/08/26	000027	6/27/26 30070	202606 320-53800-46600		*	1,275.00	
		REP PAVERS					
		7/02/26 30074	202606 320-53800-46600		*	1,450.00	
		JUN 26 - FOUNTAIN MAINT					
				ORTIZ CONSTRUCTION SERVICES			2,725.00 001158
7/08/26	000043	6/22/26 1170359	202606 320-53800-46300		*	3,550.00	
		JUN 26 - FERT MONTHLY					
				POWERX			3,550.00 001159
				DDS0 DWNTWN DRL SOU PPOWERS			

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN	9/08/26	PAGE	2
*** CHECK DATES 07/01/2026 - 08/31/2026 ***		DOWNTOWN DORAL SOUTH - GF								
		BANK A DOWNTOWN DORAL SOUT								
CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #			
7/20/26	00006	6/30/26 199499 JUN 26 - GENERAL COUNSEL	202606 310-51300-31500	BILLING COCHRAN, P.A.	*	2,830.00	2,830.00 001160			
7/20/26	00038	7/07/26 2571875 SER 2018-1 TRUSTEE FEES	202607 310-51300-32300	COMPUTERSHARE	*	5,000.00	5,000.00 001161			
7/20/26	00016	7/06/26 03236052 4780 NW 85TH AVE	202606 320-53800-43100		*	5,198.20				
		7/06/26 81233681 8230 NW 51ST TER	202606 320-53800-43100		*	13.85				
		7/06/26 94145257 8351 NW 51ST TER	202606 320-53800-43100		*	2,626.23				
		7/06/26 94932423 4651X NW 82ND AVE	202606 320-53800-43100		*	15,934.79				
				MIAMI-DADE WATER & SEWER DEPARTMENT			23,773.07 001162			
7/20/26	00019	7/21/26 2018-1 TRANSFER OF TAX RECEIPTS	202607 300-20700-10000	DOWNTOWN DORAL SOUTH CDD	*	34,317.38	34,317.38 001163			
7/20/26	00029	7/21/26 2018-2 TRANSFER OF TAX RECEIPTS	202607 300-20700-10000	DOWNTOWN DORAL SOUTH CDD	*	42,874.57	42,874.57 001164			
7/31/26	00022	7/02/26 342677 JUL 26 - LANDSCAPE MAINT	202607 320-53800-46200		*	25,816.00				
		7/02/26 342677 IRRIGATION REPAIRS	202607 320-53800-46701		*	2,900.00				
		7/03/26 342685 IRRIGATION REPAIRS	202607 320-53800-46701		*	4,525.00				
				EQUATOR LANDSCAPING			33,241.00 001165			
7/31/26	00027	7/24/26 30083 REP SUNKEN PAVERS	202607 320-53800-46600		*	375.00				
		7/24/26 30088 INSP/REP LNDSCP LGHTS	202607 320-53800-46600		*	1,000.00				
		7/28/26 30094 INSP/REP ELEC SYSTEM FTNS	202607 320-53800-46600		*	3,175.00				
				ORTIZ CONSTRUCTION SERVICES			4,550.00 001166			
7/31/26	00056	7/24/26 19741 PW-MEDIAN/LGHT POLES/PVRS	202607 320-53800-46400	PEOPLE'S CHOICE PRESSURE	*	3,200.00	3,200.00 001167			
		DDSO DWNTWN DRL SOU PPOWERS								

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO INVOICE YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
7/31/26	00043	7/21/26	1180712 JUL 26 - FERT MONTHLY	202607 320-53800-46300 POWERX	*	3,550.00	3,550.00	001168
8/19/26	00008	7/29/26	9352 2026 YRLY ENGINEER REPORT	202607 310-51300-31100	*	2,800.00	-	-
		8/10/26	9408 JUL 26 - IRRIGATION TASKS	202607 310-51300-31100	*	11,955.00	-	-
		8/10/26	9410 JUL 26 - ENGINEERING SVC	202607 310-51300-31100 ALVAREZ ENGINEERS, INC.	*	3,366.25	18,121.25	001169
8/19/26	00022	8/02/26	342701 AUG 26 - LANDSCAPE MAINT	202608 320-53800-46200	*	25,816.00	-	-
		8/02/26	342701 IRRIGATION REPAIRS	202608 320-53800-46701	*	2,900.00	-	-
		8/04/26	342706 TREE SVCS	202608 320-53800-46301	*	2,800.00	-	-
		8/04/26	342706 IRRIGATION REPAIRS	202608 320-53800-46701 EQUATOR LANDSCAPING	*	1,160.00	32,676.00	001170
8/19/26	00004	8/04/26	9-407-12 DELIVERIES THRU 7/24/26	202607 310-51300-42000 FEDEX	*	48.64	48.64	001171
8/19/26	00001	8/01/26	204 AUG 26 - FIELD SERVICES	202608 320-53800-34000	*	1,974.92	-	-
		8/01/26	205 AUG 26 - MGMT FEES	202608 310-51300-34000	*	4,083.50	-	-
		8/01/26	205 AUG 26 - DISSEMINATION	202608 310-51300-31300	*	238.50	-	-
		8/01/26	205 AUG 26 - WEBSITE ADMIN	202608 310-51300-49500	*	114.50	-	-
		8/01/26	205 AUG 26 - POSTAGE	202608 310-51300-42000 GMS-SF, LLC	*	7.52	6,418.94	001172
8/19/26	00028	8/01/26	395864B AUG 26 - WATER MGMT	202608 320-53800-46800	*	1,600.00	-	-
				THE LAKE DOCTORS, INC.			1,600.00	001173
8/19/26	00027	8/03/26	30097 JUL 26 - FOUNTAIN MAINT	202607 320-53800-46600	*	1,450.00	-	-
				ORTIZ CONSTRUCTION SERVICES			1,450.00	001174
TOTAL FOR BANK A						240,208.48		
DDS0 DWNTWN DRL SOU PPOWERS								

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	9/08/26	PAGE	4
***	CHECK DATES	07/01/2026 - 08/31/2026		***	DOWNTOWN DORAL SOUTH - GF									
		BANK A DOWNTDOWN DORAL SOUT												

CHECK	VEND#	INVOICE.....		...EXPENSED TO...		VENDOR NAME			STATUS	AMOUNT	CHECK.....	
DATE		DATE	INVOICE	YRMO	DPT ACCT#	SUB	SUBCLASS				AMOUNT	#

DDS0 DWNTWN DRL SOU PPOWERS

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/31/26	00021	6/30/26 JUN 26	202606 320-53800-43000		*	2,625.04	
		JUN 26 - ELECTRIC					
		6/30/26 JUN 26	202606 320-53800-43001		*	1,125.61	
		JUN 26 - ELECTRIC					
			FPL				3,750.65 080005

8/31/26	00021	7/31/26 JUL 26	202607 320-53800-43000		*	2,548.36	
		JUL 26 - ELECTRIC					
		7/31/26 JUL 26	202607 320-53800-43001		*	1,291.92	
		JUL 26 - ELECTRIC					
			FPL				3,840.28 080006

TOTAL FOR BANK Z						7,590.93	
TOTAL FOR REGISTER						247,799.41	

DDS0 DWNTWN DRL SOU PPWERS

Downtown Doral South
Community Development District

Unaudited Financial Reporting
August 31, 2026



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2018 Area 1</u>
5	<u>Debt Service Fund Series 2018 Area 2</u>
6	<u>Capital Projects Fund Area 1</u>
7	<u>Capital Projects Fund Area 2</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Report</u>
11	<u>Assessment Receipt Schedule</u>

Downtown Doral South
Community Development District
Combined Balance Sheet
August 31, 2026

	General Fund	Debt Service Funds	Capital Projects Funds	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 44,726	\$ -	\$ -	\$ 44,726
Assessments Receivable	-	-	-	-
Due from General Fund	-	-	-	-
Investments:				
State Board of Administration	4,046,968	-	-	4,046,968
Series 2018 Area 1				
Reserve	-	561,993	-	561,993
Capital Interest	-	0	-	0
Interest	-	606	-	606
Revenue	-	539,229	-	539,229
Sinking Fund	-	205	-	205
Acq & Construction	-	-	26,074	26,074
Cost Of Issuance	-	-	11	11
Series 2018 Area 2				
Reserve	-	607,943	-	607,943
Capital Interest	-	6	-	6
Interest	-	286	-	286
Revenue	-	1,462,080	-	1,462,080
Prepayment	-	41	-	41
Sinking Fund	-	369	-	369
Acq & Construction	-	-	139,995	139,995
Cost Of Issuance	-	-	6	6
Total Assets	\$ 4,091,695	\$ 3,172,756	\$ 166,085	\$ 7,430,536
Liabilities:				
Accounts Payable	\$ 13,041	\$ -	\$ -	\$ 13,041
Due to Debt Service	0	-	-	0
Due to Other	-	-	-	-
Total Liabilities	\$ 13,041	\$ -	\$ -	\$ 13,041
Fund Balance:				
Restricted for:				
Debt Service - Series	\$ -	\$ 3,172,757		\$ 3,172,757
Capital Project - Series			166,085	166,085
Assigned for:				
Capital Reserve Fund			-	-
Capital Reserves	-	-	-	-
Unassigned	4,078,653	-	-	4,078,653
Total Fund Balances	\$ 4,078,653	\$ 3,172,757	\$ 166,085	\$ 7,417,495
Total Liabilities & Fund Balance	\$ 4,091,695	\$ 3,172,757	\$ 166,085	\$ 7,430,536

Downtown Doral South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues:				
Special Assessments - On Roll	\$ 1,623,599	\$ 1,623,599	\$ 1,636,026	\$ 12,427
Interest Income	53,500	35,667	141,984	106,318
Total Revenues	\$ 1,677,099	\$ 1,659,266	\$ 1,778,010	\$ 118,745
Expenditures:				
<u>General & Administrative:</u>				
Engineering	\$ 60,000	\$ 40,000	\$ 29,560	\$ 10,440
Attorney	40,000	26,667	39,760	(13,093)
Special Counsel - DERM	8,500	-	140	(140)
Annual Audit	8,100	8,100	8,100	-
Assessment Roll	5,350	5,350	5,350	-
Arbitrage Rebate	1,100	-	-	-
Dissemination Agent	2,862	1,908	2,624	(716)
Trustee Fees	10,000	5,000	5,000	-
Management Fees	49,002	32,668	44,919	(12,251)
Website Maintenance	1,374	916	1,260	(344)
Postage & Delivery	1,000	667	882	(216)
Insurance General Liability	7,400	7,400	7,551	(151)
Printing & Binding	500	333	170	163
Legal Advertising	5,000	3,333	1,447	1,886
Other Current Charges	750	500	300	200
Office Supplies	350	233	0	233
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 201,463	\$ 128,250	\$ 147,237	\$ (18,987)

Downtown Doral South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management	\$ 23,699	\$ 15,799	\$ 21,724	\$ (5,925)
Electric - Street Lighting	36,000	24,000	31,199	(7,199)
Electric - Fountains	50,000	33,333	12,992	20,341
Irrigation-Potable Water	125,000	83,333	99,340	(16,007)
Property Insurance	34,850	23,233	-	23,233
Pest Control	50,000	33,333	-	33,333
Landscape Maintenance	310,000	206,667	283,976	(77,309)
Landscape Replacement	200,000	133,333	31,470	101,863
Royal Palm Treatment	120,000	80,000	94,345	(14,345)
Pressure Cleaning - Overall	75,000	48,100	48,100	-
General Maintenance	125,000	83,333	99,741	(16,407)
Wall Maintenance	10,000	6,667	-	6,667
Fountain Maintenance	17,500	11,667	9,000	2,667
Lake Fountain Maintenance	8,000	5,333	-	5,333
Irrigation Maintenance	36,000	24,000	-	24,000
Lake Maintenance	28,306	18,871	13,274	5,597
Drainage Maintenance	100,000	66,667	-	66,667
Fertilization	45,000	30,000	39,050	(9,050)
Irrigation Repairs	20,000	13,333	43,440	(30,107)
Maintenance Personnel	41,600	27,733	-	27,733
Wall Painting Reserve	50,000	33,333	-	33,333
Reserves	156,800	104,533	-	104,533
Contingency	31,430	20,953	23,189	(2,236)
Subtotal Field Expenditures	\$ 1,694,185	\$ 1,127,557	\$ 850,840	\$ 276,716
Total Expenditures	\$ 1,895,648	\$ 1,255,807	\$ 998,077	\$ 257,730
Excess (Deficiency) of Revenues over Expenditures	\$ (218,549)	\$ 403,459	\$ 779,933	\$ 376,474
Net Change in Fund Balance	\$ (218,549)	\$ 403,459	\$ 779,933	\$ 376,474
Fund Balance - Beginning	\$ 218,549		\$ 3,298,720	
Fund Balance - Ending	\$ -		\$ 4,078,653	

Downtown Doral South

Community Development District

Debt Service Fund Series 2018 Area One

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues:				
Special Assessments - On Roll	\$ 1,136,448	\$ 1,136,448	\$1,144,567	\$ 8,119
Interest Income	-	-	38,659	38,659
Total Revenues	\$ 1,136,448	\$ 1,136,448	\$ 1,183,227	\$ 46,779
Expenditures:				
Interest Expense - 11/1	\$ 386,558	\$ 386,558	\$ 386,558	\$ -
Interest Expense - 05/1	386,558	386,558	386,558	-
Principal Expense - 05/1	375,000	375,000	375,000	-
Total Expenditures	\$ 1,148,115	\$ 1,148,115	\$ 1,148,115	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (11,667)	\$ (11,667)	\$ 35,112	\$ 46,779
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	-	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (11,667)	\$ (11,667)	\$ 35,112	\$ 46,779
Fund Balance - Beginning	\$ 533,187		\$ 1,066,921	
Fund Balance - Ending	\$ 521,520		\$ 1,102,033	

Downtown Doral South

Community Development District

Debt Service Fund Series 2018 Area Two

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues:				
Special Assessments - On Roll	\$ 1,482,906	\$ 1,482,906	\$1,494,593	\$ 11,687
Interest Income	-	-	75,591	75,591
Total Revenues	\$ 1,482,906	\$ 1,482,906	\$ 1,570,184	\$ 87,278
Expenditures:				
Interest Expense - 12/15	\$ 484,844	\$ 484,844	\$ 484,738	\$ 106
Interest Expense - 12/15	470,000	470,000	470,000	-
Principal Expense - 06/15	474,856	474,856	474,750	106
Total Expenditures	\$ 1,429,700	\$ 1,429,700	\$ 1,429,488	\$ 213
Excess (Deficiency) of Revenues over Expenditures	\$ 53,206	\$ 53,206	\$ 140,697	\$ 87,491
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	(127,594)	\$ (127,594)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (127,594)	\$ (127,594)
Net Change in Fund Balance	\$ 53,206	\$ 53,206	\$ 13,103	\$ (40,103)
Fund Balance - Beginning	\$ 1,046,893		\$ 2,057,621	
Fund Balance - Ending	\$ 1,100,099		\$ 2,070,724	

Downtown Doral South
Community Development District
Capital Projects Fund Series 2018 - Area One
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 83	\$ 83
Total Revenues	\$ -	\$ -	\$ 83	\$ 83
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 83	\$ 83
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 83	\$ 83
Fund Balance - Beginning	\$ -		\$ 26,001	
Fund Balance - Ending	\$ -		\$ 26,084	

Downtown Doral South
Community Development District
Capital Projects Fund Series 2018 - Area Two
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/26	Thru 08/31/26	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 1,033	\$ 1,033
Total Revenues	\$ -	\$ -	\$ 1,033	\$ 1,033
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 1,215	\$ (1,215)
Total Expenditures	\$ -	\$ -	\$ 1,215	\$ (1,215)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (182)	\$ (182)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 127,594	\$ 127,594
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 127,594	\$ 127,594
Net Change in Fund Balance	\$ -	\$ -	\$ 127,412	\$ 127,412
Fund Balance - Beginning	\$ -		\$ 12,589	
Fund Balance - Ending	\$ -		\$ 140,001	

Downtown Doral South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - On Roll	\$ -	\$ 267,712	\$ 1,119,662	\$ 38,796	\$ 57,953	\$ 24,459	\$ 62,467	\$ 17,383	\$ 47,593	\$ -	\$ -	\$ -	1,636,026
Special Assessments - Direct	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	12,249	10,932	11,716	13,896	12,441	13,780	13,423	13,678	13,055	13,509	13,306	-	141,984
Total Revenues	\$ 12,249	\$ 278,644	\$ 1,131,378	\$ 52,692	\$ 70,394	\$ 38,239	\$ 75,890	\$ 31,061	\$ 60,648	\$ 13,509	\$ 13,306	\$ -	\$ 1,778,010
Expenditures:													
General & Administrative:													
Engineering	\$ 1,565	\$ 1,720	\$ 733	\$ 669	\$ 270	\$ 590	\$ 245	\$ 5,648	\$ 6,166	\$ 11,955	\$ -	\$ -	29,560
Engineering - DERM	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	6,720	2,715	1,170	3,810	2,640	7,180	1,830	4,410	2,830	6,455	-	-	39,760
Special Counsel - DERM	140	-	-	-	-	-	-	-	-	-	-	-	140
Annual Audit	-	-	-	-	8,100	-	-	-	-	-	-	-	8,100
Assessment Roll	5,350	-	-	-	-	-	-	-	-	-	-	-	5,350
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	239	239	239	239	239	239	239	239	239	239	239	-	2,624
Trustee Fees	-	-	-	-	-	-	-	-	-	5,000	-	-	5,000
Management Fees	4,084	4,084	4,084	4,084	4,084	4,084	4,084	4,084	4,084	4,084	4,084	-	44,919
Website Maintenance	115	115	115	115	115	115	115	115	115	115	115	-	1,260
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	555	1	14	54	13	54	63	9	59	52	8	-	882
Insurance General Liability	7,551	-	-	-	-	-	-	-	-	-	-	-	7,551
Printing & Binding	160	-	-	3	2	0	0	0	0	4	-	-	170
Legal Advertising	-	335	-	-	-	-	-	-	327	786	-	-	1,447
Other Current Charges	36	45	9	-	-	3	113	18	36	24	16	-	300
Office Supplies	-	-	-	-	-	-	0	-	-	-	-	-	0
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 26,688	\$ 9,252	\$ 6,362	\$ 8,972	\$ 15,461	\$ 12,263	\$ 6,688	\$ 14,522	\$ 13,855	\$ 28,713	\$ 4,460	\$ -	\$ 147,237

Downtown Doral South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ 1,975	\$ -	\$ 21,724
Electric - Street Lighting	4,243	3,093	2,587	4,204	3,102	3,145	2,858	2,792	2,625	2,548	-	-	31,199
Electric - Fountains	1,396	1,261	1,334	1,313	1,316	1,346	1,265	1,344	1,126	1,292	-	-	12,992
Irrigation-Potable Water	-	-	45,243	-	-	30,324	-	-	23,773	-	-	-	99,340
Property Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	25,816	25,816	25,816	25,816	25,816	25,816	25,816	25,816	25,816	25,816	25,816	-	283,976
Landscape Replacement	31,470	-	-	-	-	-	-	-	-	-	-	-	31,470
Royal Palm Treatment	-	-	-	45,528	30,352	14,475	-	-	1,190	-	2,800	-	94,345
Pressure Cleaning - Overall	-	-	44,900	-	-	-	-	-	-	3,200	-	-	48,100
General Maintenance	1,450	56,428	3,350	5,325	1,450	2,400	16,913	-	4,175	6,000	2,250	-	99,741
Wall Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fountain Maintenance	3,000	-	-	3,000	-	-	3,000	-	-	-	-	-	9,000
Lake Fountain Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Lake Maintenance	1,600	879	879	879	879	879	879	1,600	1,600	1,600	1,600	-	13,274
Fertilization	3,550	3,550	3,550	3,550	3,550	3,550	3,550	3,550	3,550	3,550	3,550	-	39,050
Irrigation Repairs	2,900	2,900	4,750	2,900	5,075	2,900	2,900	3,750	3,880	7,425	4,060	-	43,440
Maintenance Personnel	-	-	-	-	-	-	-	-	-	-	-	-	-
Wall Painting Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	10,776	1,637	10,776	-	-	-	-	-	-	-	23,189
Total Operations & Maintenance	\$ 77,401	\$ 95,901	\$ 145,160	\$ 96,128	\$ 84,291	\$ 86,811	\$ 59,156	\$ 40,827	\$ 69,710	\$ 53,406	\$ 42,051	\$ -	\$ 850,840
Total Expenditures	\$ 104,089	\$ 105,154	\$ 151,522	\$ 105,100	\$ 99,752	\$ 99,074	\$ 65,844	\$ 55,348	\$ 83,565	\$ 82,119	\$ 46,511	\$ -	\$ 998,077
Excess (Deficiency) of Revenues over Exp	\$ (91,840)	\$ 173,491	\$ 979,856	\$ (52,408)	\$ (29,358)	\$ (60,835)	\$ 10,046	\$ (24,288)	\$ (22,917)	\$ (68,610)	\$ (33,205)	\$ -	\$ 779,933
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (91,840)	\$ 173,491	\$ 979,856	\$ (52,408)	\$ (29,358)	\$ (60,835)	\$ 10,046	\$ (24,288)	\$ (22,917)	\$ (68,610)	\$ (33,205)	\$ -	\$ 779,933

Downtown Doral South

Community Development District

Long Term Debt Report

Special Assessment Bonds Series 2018 Area One		
Original Issue Amount: 7/26/18		\$17,970,000.00
Term 1:	\$3,395,000.00	
Interest Rate:	4.60%	
Maturity Date:	May 1, 2028	
Term 2:	\$5,485,000.00	
Interest Rate:	5.00%	
Maturity Date:	May 1, 2038	
Term 3:	\$9,090,000.00	
Interest Rate:	5.10%	
Maturity Date:	May 1, 2048	
Reserve Fund Definition	Bondowners Risks	
Reserve Fund Requirement	\$465,149	
Reserve Fund Balance	\$561,993	
Less: Principal Payment - 5/31/19		(\$275,000)
Less: Principal Payment - 5/1/20		(\$285,000)
Less: Principal Payment - 5/1/21		(\$300,000)
Less: Principal Payment - 5/1/22		(\$315,000)
Less: Principal Payment - 5/1/23		(\$330,000)
Less: Special Call Payment - 5/1/23		(\$380,000)
Less: Principal Payment - 5/1/24		(\$345,000)
Less: Principal Payment - 5/1/25		(\$360,000)
Less: Principal Payment - 5/1/26		(\$375,000)
Current Bonds Outstanding		\$15,005,000

Special Assessment Bonds Series 2018 Area Two		
Original Issue Amount: 9/20/18		\$22,535,000.00
Term 1:	\$2,025,000.00	
Interest Rate:	3.88%	
Maturity Date:	Dec 15, 2023	
Term 2:	\$2,460,000.00	
Interest Rate:	4.25%	
Maturity Date:	Dec 15, 2028	
Term 3:	\$6,915,000.00	
Interest Rate:	4.75%	
Maturity Date:	Dec 15, 2038	
Term 4:	\$11,135,000.00	
Interest Rate:	5.00%	
Maturity Date:	Dec 15, 2048	
Reserve Fund Definition	41.5% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$600,000	
Reserve Fund Balance	\$607,943	
Less: Principal Payment - 12/1/19		(\$375,000)
Less: Principal Payment - 12/1/20		(\$390,000)
Less: Principal Payment - 12/1/21		(\$405,000)
Less: Principal Payment - 12/1/22		(\$420,000)
Less: Principal Payment - 12/1/23		(\$430,000)
Less: Principal Payment - 12/1/24		(\$455,000)
Less: Principal Payment - 12/1/25		(\$470,000)
Current Bonds Outstanding		\$19,590,000

Downtown Doral South
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Miami-Dade County
Fiscal Year 2026

Gross Assessments	\$	1,709,055.48	\$	1,196,260.94	\$	1,560,953.27	\$	4,466,269.69
Net Assessments	\$	1,623,602.71	\$	1,136,447.89	\$	1,482,905.61	\$	4,242,956.21

ON ROLL ASSESSMENTS

						allocation in %	38.27%	26.78%	34.95%	100.00%
Date	Gross Amount	Discount/ Penalty	Commission	Interest	Net Receipts	O&M Portion	2018 Area One Debt Service	2018 Area Two Debt Service	Total	
					\$ -	\$ -	\$ -	\$ -	\$ -	
11/12/25	48,505.96	1,920.83	485.08	-	46,100.05	15,888.64	22,327.92	7,883.50	46,100.05	
11/17/25	33,766.94	1,600.75	337.64	-	31,828.55	11,961.22	9,768.35	10,098.98	31,828.55	
11/25/25	255,730.53	10,126.97	2,557.28	-	243,046.28	95,434.95	51,248.08	96,363.25	243,046.28	
11/28/25	410,142.32	16,241.81	4,101.34	-	389,799.17	144,427.44	131,364.88	114,006.85	389,799.17	
12/05/25	2,907,371.80	115,132.15	29,073.77	-	2,763,165.88	1,058,386.22	734,184.46	970,595.20	2,763,165.88	
12/24/25	167,515.11	5,340.88	1,675.19	-	160,499.04	61,276.13	43,787.11	55,435.79	160,499.04	
01/09/26	83,483.74	2,449.43	834.85	-	80,199.46	31,607.98	16,245.67	32,345.81	80,199.46	
01/09/26	16,218.63	445.82	162.19	-	15,610.62	5,686.52	5,816.24	4,107.86	15,610.62	
01/26/26	-	-	-	3,929.11	3,929.11	1,501.87	1,061.68	1,365.55	3,929.11	
02/11/26	148,041.52	2,918.31	1,480.41	-	143,642.80	57,952.63	21,460.36	64,229.81	143,642.80	
03/11/26	63,810.63	757.10	638.11	-	62,415.42	24,459.30	13,438.96	24,517.16	62,415.42	
04/17/26	165,733.63	36.58	1,656.97	-	164,040.08	62,210.52	47,131.75	54,697.82	164,040.08	
04/22/26	-	-	-	654.54	654.54	256.73	139.63	258.18	654.54	
05/15/26	44,833.02	0.01	459.30	1,097.23	45,470.94	17,383.02	12,274.88	15,813.03	45,470.94	
06/17/26	33,554.78	-	335.55	997.10	34,216.33	12,721.85	11,279.91	10,214.57	34,216.33	
06/29/26	55,353.16	-	553.52	3,900.10	58,699.74	34,871.11	23,037.46	32,660.00	90,568.57	
TOTAL	\$ 4,434,061.77	\$ 156,970.64	\$ 44,351.20	\$ 10,578.08	\$ 4,243,318.01	\$ 1,636,026.13	\$ 1,144,567.35	\$ 1,494,593.36	\$ 4,275,186.84	