

*Yarborough Lane  
Community Development District*

*Meeting Agenda*

*October 9, 2025*

# AGENDA

# *Yarborough Lane*

## *Community Development District*

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

October 2, 2025

### **Board of Supervisors Meeting Yarborough Lane Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Yarborough Lane Community Development District** will be held on **Thursday, October 9, 2025, at 10:45 AM** at the **Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.**

**Zoom Video Join Link:** <https://us06web.zoom.us/j/89499300450>

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

**Meeting ID:** 894 9930 0450

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the September 11, 2025 Board of Supervisors Meeting
4. Public Hearing
  - A. Public Hearing on the Adoption of District Amenity Policies and Rates
    - i. Consideration of Resolution 2026-01 Adopting Amenity Policies and Rates for the District
5. Consideration of Proposal for Arbitrage Rebate Services for Series 2024 Project Bonds from AMTEC
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

# MINUTES

**MINUTES OF MEETING  
YARBOROUGH LANE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Yarrowborough Lane Community Development District was held on **Thursday, September 11, 2025**, at 10:30 a.m. at Highland Homes Offices, 3020 S. Florida Ave., Suite 101, Lakeland, Florida.

Present and constituting a quorum were:

Brian Walsh	Vice Chairman
Garret Parkinson	Assistant Secretary
Brent Elliott	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Patrick Collins	District Counsel, Kilinski Van Wyk
Lauren Gentry <i>by Zoom</i>	District Counsel, Kilinski Van Wyk
Rey Malave <i>by Zoom</i>	District Engineer, Dewberry Engineering
Chace Arrington <i>by Zoom</i>	District Engineer, Dewberry Engineering

*The following is a summary of the discussions and actions taken at the September 11, 2025, Yarrowborough Lane Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order at 10:34 a.m. Three Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present and no members of the public joining via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the July 10, 2025  
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the July 10, 2025 Board of Supervisors meeting. and asked for any comments or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Minutes of July 10, 2025 Board of Supervisors Meeting, were approved

**FOURTH ORDER OF BUSINESS**

**Presentation of Memo Regarding  
Amendments to District Rules of Procedure**

**A. Consideration of Resolution 2025-11 Setting a Public Hearing on the Adoption of  
Amended and Restated Rules of Procedure for the District**

Mr. Collins reviewed a couple changes from the 2025 legislative session that will require some updates to the District's current procedures. Ms. Burns noted they want to change the meeting date of the public hearing to December 11<sup>th</sup>.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2025-11 Setting a Public hearing on the Adoption of Amended and Restated rules of Procedure for the District, was approved as amended to set for December 11<sup>th</sup> at 10:30 a.m. at this location.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-12  
Spending Authorization Resolution**

Ms. Burns stated this resolution is administrative and sets the spending authorizations for the Chair and the District Manager outside of a meeting. The manager individually is up to \$2,500, Chair or Vice Chair if the Chair is not available can individually authorize up to \$10,000, and the District Manager and Chair together can authorize spending up to \$25,000.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2025-12 Spending Authorization Resolution, was approved.

**SIXTH ORDER OF BUSINESS**

**Ratification of Audit Services Engagement  
Letter for Fiscal Year 2025 Audit**

Ms. Burns stated this is based on the previously awarded contract, the renewal for the upcoming year. It has already been signed and just needs a motion to ratify.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2025 Audit, was ratified.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Collins reminded the Board of the amenity rules in October. He will circulate the draft to the Board for review.

**B. Engineer**

**i. Consideration of Work Authorization 2026-1 from Dewberry for Fiscal Year 2026 District Engineering Services**

Mr. Malave stated he did submit the annual report which is required per their goals and objectives for the District. There is a work authorization updating rates and fees that starts October 1<sup>st</sup> that needs to be approved.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Work Authorization 2026-1 from Dewberry for Fiscal Year 2026 District Engineering Services, was approved.

**C. District Manager's Report**

**i. Approval of Check Register**

Ms. Burns presented the check register from June 26<sup>th</sup> through August 22<sup>nd</sup> for \$11,173.93 included in the agenda package for review. She offered to take questions on any of the invoices.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Check Register, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated financial statements are included in the agenda package for review. There is no action necessary.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

Ms. Burns asked the Board if they are getting close on landscaping turnover or if a field manager needs to review. A Board member stated they are probably about 90 days out.

**NINTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being no comments, the next item followed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## SECTION IV

# SECTION A

# SECTION 1

## **RESOLUTION 2026-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES AND RATES OF THE DISTRICT; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Yarborough Lane Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and being situated in Polk County, Florida; and

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 9<sup>th</sup> day of October 2025.

**ATTEST:**

**YARBOROUGH LANE  
COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**EXHIBIT A:**  
Amenity Rules

# **YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY POLICIES AND RATES**

**ADOPTED – OCTOBER 9, 2025 <sup>1</sup>**

<sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2025); in accordance with Chapter 190 of the *Florida Statutes*, and on October 9, 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Yarborough Lane Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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## DEFINITIONS

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

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

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

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

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

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Yarborough Lane Community Development District.

**“District”** – shall mean the Yarborough Lane Community Development District.

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

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

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

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

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

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

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

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

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

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

**“Resident”** – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

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

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

## AMENITIES ACCESS AND USAGE

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

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

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

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

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

- (7) **Access Cards.** One complimentary Access Card will be issued to each Household upon registering for amenity access with the District after closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be authorized one (1) initial Access Card free of charge. One (1) additional Access Card may be purchased at the Amenity Rates in effect, for a maximum of two (2) Access Cards per Household in service at a time. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

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

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

## GENERAL AMENITY POLICIES

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

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

## SMOKING, DRUGS AND ALCOHOL

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

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

## SERVICE ANIMAL POLICY

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

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

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

## SWIMMING POOL POLICIES

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



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

## PLAYGROUND POLICIES

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

## LAKES AND PONDS POLICIES

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

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

## FACILITY RENTAL POLICIES

(1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the Clubhouse is available for rental during normal operating hours by Patrons in order to use the Clubhouse on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the Clubhouse. Patrons may not rent the Clubhouse on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.

(2) **Rental Reservation Process.** Patrons interested in renting the clubhouse may reserve a desired rental date and time on a first-come, first-serve basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time, Patrons must submit to the Amenity Manager a completed Amenity Rental Form and a check in the full amount of the Deposit as specified in the Amenity Rates ("Rental Date"). A desired rental date will NOT be reserved until both the completed Amenity Rental Form and Deposit are received by District Staff. District Staff will review the Amenity Rental Form and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit a check to the Amenity Manager for the full amount of the Rental Fee as specified in the Amenity Rates or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Amenity Rental Form and a check in the total amount of both the Deposit and Rental Fee. NO EXCEPTIONS WILL BE MADE TO THE RENTAL RESERVATION PROCESS.

(3) **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.

(4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the Clubhouse has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must:

- i. Remove all garbage, place in dumpster, and replace garbage liners;
- ii. Remove all decorations, event displays, and materials;
- iii. Return all furniture and other items to their original position;
- iv. Wipe off counters, table tops, and the sink area;
- v. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
- vi. Otherwise, clean the Clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.

(5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.

- (6) ***Duration of Events.*** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the five (5) hour rental period.
- (7) ***Noise.*** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities.
- (8) ***Capacity.*** Under no circumstances shall the capacity limit of the Clubhouse be exceeded during any rental.
- (9) ***Insurance.*** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. In order to protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - Submits false information on any application for use of the Amenities;
  - Permits the unauthorized use of an Access Card;
  - Exhibits unsatisfactory behavior, deportment or appearance;
  - Fails to pay amounts owed to the District in a proper and timely manner;
  - Fails to abide by any District rules or policies (e.g., Amenity Policies);
  - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
  - Damages or destroys District property; or
  - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff.** District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
  - (a) Offenses:
    - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
    - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
    - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
  - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

## SOVEREIGN IMMUNITY

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

## SEVERABILITY

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



## AMENDMENTS AND WAIVERS

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

**The above Amenity Policies and Rates were adopted on October 9, 2025, by the Board of Supervisors for the Yarborough Lane Community Development District, at a duly noticed public hearing and meeting.**

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**Secretary/Assistant Secretary**

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**Chairperson, Board of Supervisors**

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**EXHIBIT A**  
**AMENITY RATES**

<b>TYPE</b>	<b>RATE</b>
Annual Non-Resident User Fee	\$2,500.00
Additional/Replacement Access Card	\$30.00

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION F**



## Yarborough Lane Community Development District Amenities Access Registration Form

Name:				
	<i>(Resident listed on proof of residency)</i>			
Residential Address:				
<i>(Within Yarborough Lane CDD)</i>	<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
Mailing Address:				
<i>(If different from Residential)</i>	<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
Phone:		Email:		
Additional Resident(s):				
<i>(Using the amenities)</i>				

### ACCEPTANCE:

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

Signature:		Date:	
	<i>(Resident, Parent or Guardian if a minor)</i>		

### RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms and all policies, including the **GuesPolicy**, in the **Amenity Policies and Rates** of the Yarborough Lane Community Development District.

Signature:		Date:	
	<i>(Resident, Parent or Guardian if a minor)</i>		

**PLEASE EMAIL THIS FORM WITH YOUR PROOF OF RESIDENCY  
(LEASE OR WARRANTY DEED) TO: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)**

### OR MAIL TO:

Yarborough Lane CDD  
Attn: Amenity Access  
219 E Livingston St  
Orlando, FL 32801

### FOR OFFICE USE ONLY:

Date Received:	
Date Issued:	
Card(s):	
Lease Term End:	
<i>(For Renter(s) only)</i>	

**ADDITIONAL INFORMATION REGARDING THE CDD** <https://YarboroughLanecdd.com/>

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

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

## SECTION V

**Arbitrage Rebate Computation  
Proposal For  
Yarborough Lane  
Community Development District  
(Polk County, Florida)  
\$12,500,000 Special Assessment Bonds,  
Series 2024 (Series 2024 Project)**





# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

September 25, 2025

Yarborough Lane Community Development District  
c/o Ms. Katie Costa  
Director of Accounting Services  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard  
Suite 300  
Orlando, FL 32822

Re: \$12,500,000 Yarborough Lane Community Development District (Polk County, Florida),  
Special Assessment Bonds, Series 2024 (Series 2024 Project)

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Yarborough Lane Community Development District (the “District”) Series 2024 (Series 2024 Project) bond issue (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

## **Firm History**

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,800 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

## **Southeast Client Base**

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a “bond year end” of August 14<sup>th</sup>, based upon the anniversary of the closing date of the Bonds in August 2024.

## Proposal

We are proposing rebate computation services based on the following:

- \$12,500,000 Series 2024 (Series 2024 Project) Special Assessment Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2024 Bonds is \$450 per year and will encompass all activity from August 14, 2024, the date of the closing, through August 14, 2029, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### **AMTEC's Professional Fee – \$12,500,000 Series 2024 Special Assessment Bonds**

<b>Report Date</b>	<b>Type of Report</b>	<b>Period Covered</b>	<b>Fee</b>
August 31, 2025	Rebate and Opinion	Closing – August 31, 2025	\$ 450
August 31, 2026	Rebate and Opinion	Closing – August 31, 2026	\$ 450
August 31, 2027	Rebate and Opinion	Closing – August 31, 2027	\$ 450
August 31, 2028	Rebate and Opinion	Closing – August 31, 2028	\$ 450
August 14, 2029	Rebate and Opinion	Closing – August 14, 2029	\$ 450

**In order to begin, we are requesting copies of the following documentation:**

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from August 14, 2024, the date of the closing, through each report date

### **AMTEC's Scope of Services**

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;



- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on \_\_\_\_\_, 2025.

Yarborough Lane  
Community Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation



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

By: Michael J. Scarfo  
Senior Vice President

## SECTION VI

# SECTION C

# SECTION 1

# Yarborough Lane Community Development District

## Summary of Check Register

August 23, 2025 to September 30, 2025

Fund	Date	Check No.'s	Amount
General Fund	9/3/25		\$ 2,103.31
	9/8/25		\$ 4,434.38
	9/15/25		\$ 5,732.00
			<u>\$ 12,269.69</u>
Supervisor Fees - September 2025			
	Brent Elliot	50010	\$ 184.70
	Garret Parkinson	50011	\$ 184.70
	Brian Walsh	50012	\$ 184.70
			<u>\$ 554.10</u>
Total Amount			\$ 12,823.79

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/03/25	00012	8/21/25 22459796	202507 310-51300-31100 ENGINEER SERVICE - JUL 25	DEWBERRY ENGINEERS INC.	*	347.50	347.50 000150
9/03/25	00011	8/11/25 12986	202507 310-51300-31500 GENERAL COUNSEL - JUL 25	KILINSKI VAN WYK PLLC	*	1,755.81	1,755.81 000151
9/08/25	00021	8/25/25 7874282	202508 310-51300-32300 TRUSTEE FEE S.2024	US BANK	*	4,434.38	4,434.38 000152
9/15/25	00003	9/05/25 29060	202509 300-15500-10000 FY26 INSURANCE POLICY	EGIS INSURANCE & RISK ADVISORS	*	5,732.00	5,732.00 000153
TOTAL FOR BANK A						12,269.69	
TOTAL FOR REGISTER						12,269.69	

YARB YARBOROUGH LNE KCOSTA

## SECTION 2

***Yarborough Lane***  
***Community Development District***

***Unaudited Financial Reporting***  
***August 31, 2025***





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5	<u>Month to Month</u>
6	<u>Long Term Debt Report</u>

**Yarborough Lane**  
**Community Development District**  
**Combined Balance Sheet**  
**August 31, 2025**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 19,408	\$ -	\$ -	\$ 19,408
Due from Developer	\$ -	\$ -	\$ 11,118	\$ 11,118
<u>Investments:</u>				
<u>Series 2024</u>				
Construction	\$ -	\$ -	\$ 8,116	\$ 8,116
Interest	\$ -	\$ 12,818	\$ -	\$ 12,818
Reserve	\$ -	\$ 859,892	\$ -	\$ 859,892
<b>Total Assets</b>	<b>\$ 19,408</b>	<b>\$ 872,710</b>	<b>\$ 19,235</b>	<b>\$ 911,353</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 6,538	\$ -	\$ -	\$ 6,538
<b>Total Liabilities</b>	<b>\$ 6,538</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,538</b>
<b>Fund Balance:</b>				
Assigned for:				
Capital Projects	\$ -	\$ -	\$ 19,235	\$ 19,235
Debt Service	\$ -	\$ 872,710	\$ -	\$ 872,710
Unassigned	\$ 12,870	\$ -	\$ -	\$ 12,870
<b>Total Fund Balances</b>	<b>\$ 12,870</b>	<b>\$ 872,710</b>	<b>\$ 19,235</b>	<b>\$ 904,815</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 19,408</b>	<b>\$ 872,710</b>	<b>\$ 19,235</b>	<b>\$ 911,353</b>

**Yarborough Lane**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2025**

	Adopted Budget	Prorated Budget Thru 08/31/25	Actual Thru 08/31/25	Variance
<b><u>Revenues:</u></b>				
Developer Contributions	\$ 184,929	\$ 80,000	\$ 80,000	\$ -
<b>Total Revenues</b>	<b>\$ 184,929</b>	<b>\$ 80,000</b>	<b>\$ 80,000</b>	<b>\$ -</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 3,000	\$ 8,000
FICA Expenditure	\$ -	\$ -	\$ 153	\$ (153)
Engineering	\$ 15,000	\$ 13,750	\$ 6,998	\$ 6,753
Attorney	\$ 25,000	\$ 22,917	\$ 7,990	\$ 14,927
Annual Audit	\$ 4,000	\$ 4,000	\$ 4,900	\$ (900)
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 5,000	\$ 4,583	\$ 417
Trustee Fees	\$ 4,041	\$ 4,434	\$ 4,434	\$ -
Management Fees	\$ 39,375	\$ 36,094	\$ 36,094	\$ -
Information Technology	\$ 1,890	\$ 1,733	\$ 1,733	\$ -
Website Maintenance	\$ 1,260	\$ 1,155	\$ 1,155	\$ -
Postage & Delivery	\$ 1,000	\$ 917	\$ 107	\$ 810
Insurance	\$ 6,613	\$ 6,613	\$ 5,408	\$ 1,205
Printing & Binding	\$ 1,000	\$ 917	\$ -	\$ 917
Legal Advertising	\$ 10,000	\$ 9,167	\$ 3,024	\$ 6,143
Other Current Charges	\$ 2,500	\$ 2,292	\$ 533	\$ 1,759
Office Supplies	\$ 625	\$ 573	\$ 8	\$ 565
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 134,929</b>	<b>\$ 120,735</b>	<b>\$ 80,294</b>	<b>\$ 40,441</b>
<b><u>Operations &amp; Maintenance</u></b>				
Field Contingency	\$ 50,000	\$ 45,833	\$ -	\$ 45,833
<b>Total Operations &amp; Maintenance</b>	<b>\$ 50,000</b>	<b>\$ 45,833</b>	<b>\$ -</b>	<b>\$ 45,833</b>
<b>Total Expenditures</b>	<b>\$ 184,929</b>	<b>\$ 166,568</b>	<b>\$ 80,294</b>	<b>\$ 86,274</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (294)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 13,164</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 12,870</b>	

# Yarborough Lane

## Community Development District

### Debt Service Fund - Series 2024

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2025

	Adopted Budget	Prorated Budget Thru 08/31/25	Actual Thru 08/31/25	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ 46,387	\$ 46,387
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,387</b>	<b>\$ 46,387</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ -	\$ -	\$ 145,239	\$ (145,239)
Interest - 5/1	\$ -	\$ -	\$ 339,519	\$ (339,519)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 484,757</b>	<b>\$ (484,757)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (438,370)</b>	
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ -	\$ -	\$ (30,888)	\$ (30,888)
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (30,888)</b>	<b>\$ (30,888)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ (469,258)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,341,968</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 872,710</b>	

# Yarborough Lane

## Community Development District Capital Projects Fund - Series 2024

### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2025

	Adopted Budget	Prorated Budget Thru 08/31/25	Actual Thru 08/31/25	Variance
<b><u>Revenues:</u></b>				
Developer Contributions	\$ -	\$ -	\$ 3,764,153	\$ 3,764,153
Interest	\$ -	\$ -	\$ 267,105	\$ 267,105
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,031,259</b>	<b>\$ 4,031,259</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ 14,723,737	\$ (14,723,737)
Developer Advance Repayment	\$ -	\$ -	\$ 35,097	\$ (35,097)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,758,834</b>	<b>\$ (14,758,834)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (10,727,575)</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ 30,888	\$ 30,888
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,888</b>	<b>\$ 30,888</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ (10,696,687)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 10,715,922</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 19,235</b>	

**Yarborough Lane**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Revenues:</u></b>													
Developer Contributions	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 80,000
<b>Total Revenues</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,000</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 600	\$ -	\$ 1,000	\$ -	\$ -	\$ 3,000
FICA Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ 46	\$ -	\$ 77	\$ -	\$ -	\$ 153
Engineering	\$ -	\$ 865	\$ 1,980	\$ 1,620	\$ 1,420	\$ -	\$ 765	\$ -	\$ -	\$ 348	\$ -	\$ -	\$ 6,998
Attorney	\$ 187	\$ 1,641	\$ 491	\$ 130	\$ 70	\$ 515	\$ 1,802	\$ 732	\$ 668	\$ 1,756	\$ -	\$ -	\$ 7,990
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,900	\$ -	\$ -	\$ -	\$ -	\$ 4,900
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ 4,583
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,434	\$ -	\$ 4,434
Management Fees	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ 3,281	\$ -	\$ 36,094
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ 1,733
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ 1,155
Postage & Delivery	\$ 1	\$ 1	\$ 12	\$ -	\$ 3	\$ 45	\$ 1	\$ 1	\$ 3	\$ 3	\$ 37	\$ -	\$ 107
Insurance	\$ 5,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,408
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 1,001	\$ -	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,668	\$ -	\$ -	\$ -	\$ 3,024
Other Current Charges	\$ 50	\$ 50	\$ 50	\$ 50	\$ 54	\$ 54	\$ 54	\$ 54	\$ 54	\$ -	\$ 60	\$ -	\$ 533
Office Supplies	\$ 0	\$ 0	\$ 3	\$ -	\$ 0	\$ -	\$ 0	\$ 3	\$ 0	\$ 0	\$ 3	\$ -	\$ 8
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 10,783</b>	<b>\$ 7,517</b>	<b>\$ 6,850</b>	<b>\$ 5,761</b>	<b>\$ 5,508</b>	<b>\$ 4,575</b>	<b>\$ 9,013</b>	<b>\$ 8,296</b>	<b>\$ 6,354</b>	<b>\$ 7,144</b>	<b>\$ 8,495</b>	<b>\$ -</b>	<b>\$ 80,294</b>
<b><u>Operations &amp; Maintenance</u></b>													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 10,783</b>	<b>\$ 7,517</b>	<b>\$ 6,850</b>	<b>\$ 5,761</b>	<b>\$ 5,508</b>	<b>\$ 4,575</b>	<b>\$ 9,013</b>	<b>\$ 8,296</b>	<b>\$ 6,354</b>	<b>\$ 7,144</b>	<b>\$ 8,495</b>	<b>\$ -</b>	<b>\$ 80,294</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 9,217</b>	<b>\$ (7,517)</b>	<b>\$ (6,850)</b>	<b>\$ 14,239</b>	<b>\$ (5,508)</b>	<b>\$ (4,575)</b>	<b>\$ (9,013)</b>	<b>\$ 11,704</b>	<b>\$ (6,354)</b>	<b>\$ 12,856</b>	<b>\$ (8,495)</b>	<b>\$ -</b>	<b>\$ (294)</b>

# Yarborough Lane

## Community Development District

### Long Term Debt Report

Series 2024, Special Assessment Revenue Bonds		
Interest Rates:	4.750%, 5.350%, 5.600%	
Maturity Date:	5/1/2055	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$853,758	
Reserve Fund Balance	\$859,892	
Bonds Outstanding - 8/14/24		\$12,500,000
<b>Current Bonds Outstanding</b>		<b>\$12,500,000</b>