

# **HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT**

## **MEETING AGENDA**

**Tuesday, February 6, 2024 at 5:00 p.m.**

**Meeting to be held at: Stoneybrook  
Recreation Center 200 Golden Harbour  
Trail Bradenton, FL 34212**



2654 Cypress Ridge Blvd. Suite101  
Wesley Chapel, FL 33544  
(813) 652-2454

# Heritage Harbour South Development District

## Board of Supervisors

Philip Frankel, Chair  
Robin Spencer, Vice Chair  
Mike Neville, Assistant Secretary  
Eric Hallberg, Assistant Secretary  
Darnell Bacon, Assistant Secretary

## Staff:

Jennifer Goldyn, Regional Director  
Kristee Cole, District Manager  
Andrew Cohen, District Counsel  
Rick Schappacher, District Engineer

## Meeting Agenda

Tuesday, February 6, 2024 – 5:00 p.m.

1. **Call to Order and Roll Call**
2. **Audience Comments – Three- (3) Minute Time Limit**
3. **Business Administration**
  - A. Consideration of Meeting Minutes from December 5, 2023 .....Page 3
  - B. Review of the Financial Statement and Check Register .....Page 8
4. **Staff Reports**
  - A. District Counsel
    1. Discussion regarding Ethics Training for Elected Officials
    2. Discussion of new laws regarding Financial Disclosure Form 6
  - B. District Engineer
  - C. District Manager
    1. Review of Field Inspection Report.....Page 57
5. **New Business Items**
  - A. Consideration of Resolution 2024-04, Designating a Registered Agent ....Page 108
  - B. Consideration of the FY 2023 Reserves .....Page 109
  - C. Consideration of Audit Engagement Letter .....Page 110
  - D. Discussion regarding Irrigation Responsibility .....Page 121
  - E. Discussion regarding the Appeal of ARC Decision .....Page 149
  - F. Discussion regarding Sidewalk Drainage .....Page 153
  - G. Discussion regarding the Cut Out .....Page 157
  - H. Discussion regarding repayment of the Rec Center Fence Project
  - I. Discussion regarding Turkey Vultures
6. **Old Business Items**
7. **HOA updates**
  - A. Heritage Harbour Master HOA
  - B. Stoneybrook HOA
  - C. Lighthouse Cove HOA
  - D. Golf Course update
8. **Audience Comments**
9. **Supervisor Requests**
10. **Adjournment**

*The next meeting is scheduled for Tuesday, March 5, 2024, at 5:00 p.m.*

## District Office:

313 Campus Street  
Celebration FL 34747  
407-566-1935

<https://www.heritageharboursouthcdd.org/>

## Meeting Location:

Stoneybrook Recreation Center  
200 Golden Harbour Trail  
Bradenton, FL 34212

**MINUTES OF MEETING**

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

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on **Tuesday, December 5, 2023, at 5:02 p.m.** at the **Stoneybrook Rec Center located at 200 Golden Harbour Trail, Bradenton, FL 34212.**

Present and constituting a quorum were:

|                |  |
|----------------|--|
| Philip Frankel | <b>Board Supervisor, Chair</b>           |
| Robin Spencer  | <b>Board Supervisor, Vice Chair</b>      |
| Eric Hallberg  | <b>Board Supervisor, Asst. Secretary</b> |
| Mike Neville   | <b>Board Supervisor, Asst. Secretary</b> |
| Darnell Bacon  | <b>Board Supervisor, Asst. Secretary</b> |

Also present were:

|                  |  |
|------------------|--|
| Jennifer Goldyn  | <b>Regional Director, Inframark</b>  |
| Kristee Cole     | <b>District Manager, Inframark (<i>via teleconference</i>)</b>                 |
| Rick Schappacher | <b>District Engineer, Schappacher Engineering</b>                              |
| Andy Cohen       | <b>District Counsel, Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b> |

|          |                |
|----------|----------------|
| Audience | <b>Present</b> |
|----------|----------------|

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Goldyn called the meeting to order at 5:02 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Meeting Minutes  
from November 7, 2023**

On a Motion from Mr. Neville, seconded by Mr. Hallberg, with all in favor, the Board approved the Meeting Minutes from November 7, 2023, for the Heritage Harbour South Community Development District.

**FOURTH ORDER OF BUSINESS**

**Review of the October 2023 Financial  
Statement and Check Register**

On a Motion from Mr. Neville, seconded by Mr. Bacon, with all in favor, the Board approved the October 2023 Check Register, for the Heritage Harbour South Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**1. District Counsel**

Mr. Cohen updated the Board that he spoke with Jim Ward with Heritage Harbour Marketplace CDD to see if they would like to maintain and own some of the main roadways that traverse through the commercial marketplace. Mr. Ward was not interested in Heritage Harbour Marketplace CDD taking on these roadways.

**2. District Engineer**

Mr. Schappacher recommended that the Board exercise the irrigation valves.

On a Motion from Mr. Neville, seconded by Ms. Spencer, with all in favor, the Board approved Mr. Schappacher to exercise the irrigation valves, for the Heritage Harbour South Community Development District.

**A. Consideration of Sidewalk Repair Proposals  
(Under Separate Cover)**

Mr. Schappacher presented two proposals for sidewalk repairs to the Board, under separate cover.

On a Motion from Ms. Spencer, seconded by Mr. Hallberg, with all in favor, the Board approved the sidewalk repairs proposal from ANJ Excavation, in the amount of \$1,369, for the Heritage Harbour South Community Development District.

Mr. Schappacher presented a proposal for curb ramp installation to the Board, under separate cover.

On a Motion from Ms. Spencer, seconded by Mr. Hallberg, with all in favor, the Board approved the curb ramp installation proposal from ANJ Excavation, in the amount of \$2,400, for the Heritage Harbour South Community Development District.

**B. Consideration of the Signage Bid Package**

Mr. Schappacher passed out the radar report to the Board for review.



**3. District Manager**

Ms. Goldyn announced that the next meeting will be held on Tuesday, February 6, 2024.

**A. Discussion of Field Inspection Report**

Ms. Goldyn announced that the Field Inspection Report will be completed in the next week and sent to the Board.

**SIXTH ORDER OF BUSINESS**

**Discussion regarding Website**

It was noted that an updated Assessment Chart is needed and needs to be verified. Mr. Bacon will collaborate with District Management to ensure the website is brought up to date to reflect these changes.

**SEVENTH ORDER OF BUSINESS**

**Discussion regarding Asphalt Path  
Circles at Beacon Lake**

The Board discussed the Asphalt Path Circles at Beacon Lake, and it was noted that Lennar would not repair this issue.

**EIGHTH ORDER OF BUSINESS**

**Discussion regarding Records  
Retention Policy**

On a Motion from Ms. Spencer, seconded by Mr. Bacon, with all in favor, the Board approved digitizing six boxes at \$250 each, with a one-time fee of \$1,500 and \$50 per year, for digital storage, for the Heritage Harbour South Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-03,  
Adopting a Records Retention Policy**

On a Motion from Mr. Frankel, seconded by Mr. Neville, with all in favor, the Board adopted Resolution 2024-03, which adopts the Records Retention Policy, for the Heritage Harbour South Community Development District.

**TENTH ORDER OF BUSINESS**

**Discussion of Median Monument  
Repair**

The Board discussed the repair of the median monument. Mr. Frankel stated that this responsibility should be handled by ICON Management.

**ELEVENTH ORDER OF BUSINESS**

**Discussion regarding Off-Duty  
Sheriff's Officer**

The Board expressed dissatisfaction with the Manatee County Sheriff's Office for not including prepayment requirements in the contract. Mr. Hallberg emphasized the need for the focus to be more on presence. The Board agreed to a trial period of two months.

**TWELFTH ORDER OF BUSINESS**

**Discussion regarding ASAP  
Fencing Contract**

Ms. Cole updated the Board on the ASAP fencing contract, noting the requirement of a deposit before they would sign the contract. Additionally, Ms. Cole informed the Board that communication with ASAP Fence has been difficult.

On a Motion from Mr. Neville, seconded by Mr. Hallberg, with all in favor, the Board retracted the bid award from ASAP Fence and awarded it to USA Fence for \$5,956.88, with Stoneybrook Master CDD to coordinate and finalize the cost details, for the Heritage Harbour South Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**HOA UPDATES**

**1. Heritage Harbour Master HOA**

Christina Brantley was introduced as the new acting President of the HOA. It was announced that the next HOA meeting will be held on December 6, 2023.

**2. Stoneybrook HOA**

No update was provided.

**3. Lighthouse Cove HOA**

The Board addressed the security companies failing to attend.

**4. Golf Course Update**

Not present and no report.

**FOURTEENTH ORDER OF BUSINESS**

**Audience Comments**

During the audience comments, residents raised concerns about the construction of a bridge on Stone Harbour Loop, particularly within FPL easements, the degradation of grass and wear caused by golf carts, maintenance needed on hole 1, and Golf Course signage.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisors Requests**

There were no Supervisor requests.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Frankel, seconded by Mr. Hallberg, with all in favor, the Board of Supervisors approved to adjourn the meeting at 7:04 p.m., for the Heritage Harbour South Community Development District.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# **HERITAGE HARBOUR SOUTH**

Community Development District

*Financial Report*

*December 31, 2023*

**Prepared by**



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**HERITAGE HARBOUR SOUTH**

Community Development District

**Financial Statements**

(Unaudited)

**December 31, 2023**

**Balance Sheet**  
December 31, 2023

| ACCOUNT DESCRIPTION                      | GENERAL<br>FUND     | RESERVE<br>FUND   | SERIES 2013<br>DEBT<br>SERVICE<br>FUND | SERIES 2015<br>DEBT<br>SERVICE<br>FUND | GENERAL<br>FIXED<br>ASSETS<br>FUND | GENERAL<br>LONG-TERM<br>DEBT<br>FUND | TOTAL                |
|--|---------------------|-------------------|--|--|------------------------------------|--------------------------------------|----------------------|
| <b>ASSETS</b>                            |                     |                   |  |  |                                    |                                      |                      |
| Cash - Checking Account                  | \$ 986,261          | \$ -              | \$ -                                   | \$ -                                   | \$ -                               | \$ -                                 | \$ 986,261           |
| Due From Other Funds                     | -                   | 67,107            | 407,933                                | 99,962                                 | -                                  | -                                    | 575,002              |
| Investments:                             |                     |                   |  |  |                                    |                                      |                      |
| Money Market Account                     | 484,992             | -                 | -                                      | -                                      | -                                  | -                                    | 484,992              |
| Custody Account                          | -                   | 333,699           | -                                      | -                                      | -                                  | -                                    | 333,699              |
| Interest Fund (A-1)                      | -                   | -                 | 79                                     | -                                      | -                                  | -                                    | 79                   |
| Interest Fund (A-2)                      | -                   | -                 | 11                                     | -                                      | -                                  | -                                    | 11                   |
| Prepayment Account                       | -                   | -                 | -                                      | 1,270                                  | -                                  | -                                    | 1,270                |
| Principal Fund (A-1)                     | -                   | -                 | 5                                      | -                                      | -                                  | -                                    | 5                    |
| Reserve Fund                             | -                   | -                 | -                                      | 30,421                                 | -                                  | -                                    | 30,421               |
| Reserve Fund (A-1)                       | -                   | -                 | 226,056                                | -                                      | -                                  | -                                    | 226,056              |
| Reserve Fund (A-2)                       | -                   | -                 | 29,381                                 | -                                      | -                                  | -                                    | 29,381               |
| Revenue Fund                             | -                   | -                 | 162,778                                | 40,645                                 | -                                  | -                                    | 203,423              |
| Sinking Fund (A-2)                       | -                   | -                 | 16                                     | -                                      | -                                  | -                                    | 16                   |
| Fixed Assets                             |                     |                   |  |  |                                    |                                      |                      |
| Land                                     | -                   | -                 | -                                      | -                                      | 15,752,186                         | -                                    | 15,752,186           |
| Improvements Other Than Buildings (IOTB) | -                   | -                 | -                                      | -                                      | 16,013,940                         | -                                    | 16,013,940           |
| Amount Avail In Debt Services            | -                   | -                 | -                                      | -                                      | -                                  | 600,440                              | 600,440              |
| Amount To Be Provided                    | -                   | -                 | -                                      | -                                      | -                                  | 4,749,560                            | 4,749,560            |
| <b>TOTAL ASSETS</b>                      | <b>\$ 1,471,253</b> | <b>\$ 400,806</b> | <b>\$ 826,259</b>                      | <b>\$ 172,298</b>                      | <b>\$ 31,766,126</b>               | <b>\$ 5,350,000</b>                  | <b>\$ 39,986,742</b> |

**Balance Sheet**  
December 31, 2023

| ACCOUNT DESCRIPTION                          | GENERAL<br>FUND     | RESERVE<br>FUND   | SERIES 2013<br>DEBT<br>SERVICE<br>FUND | SERIES 2015<br>DEBT<br>SERVICE<br>FUND | GENERAL<br>FIXED<br>ASSETS<br>FUND | GENERAL<br>LONG-TERM<br>DEBT<br>FUND | TOTAL                |
|--|---------------------|-------------------|--|--|------------------------------------|--------------------------------------|----------------------|
| <b>LIABILITIES</b>                           |                     |                   |  |  |                                    |                                      |                      |
| Accounts Payable                             | \$ 8,229            | \$ -              | \$ -                                   | \$ -                                   | \$ -                               | \$ -                                 | \$ 8,229             |
| Bonds Payable                                | -                   | -                 | -                                      | -                                      | -                                  | 5,350,000                            | 5,350,000            |
| Due To Other Funds                           | 575,002             | -                 | -                                      | -                                      | -                                  | -                                    | 575,002              |
| <b>TOTAL LIABILITIES</b>                     | <b>583,231</b>      | <b>-</b>          | <b>-</b>                               | <b>-</b>                               | <b>-</b>                           | <b>5,350,000</b>                     | <b>5,933,231</b>     |
| <b>FUND BALANCES</b>                         |                     |                   |  |  |                                    |                                      |                      |
| <b>Restricted for:</b>                       |                     |                   |  |  |                                    |                                      |                      |
| Debt Service                                 | -                   | -                 | 826,259                                | 172,298                                | -                                  | -                                    | 998,557              |
| <b>Assigned to:</b>                          |                     |                   |  |  |                                    |                                      |                      |
| Operating Reserves                           | 73,100              | -                 | -                                      | -                                      | -                                  | -                                    | 73,100               |
| Reserves - Capital Projects                  | -                   | 65,000            | -                                      | -                                      | -                                  | -                                    | 65,000               |
| Reserves - Disaster Relief                   | -                   | 25,000            | -                                      | -                                      | -                                  | -                                    | 25,000               |
| <b>Unassigned:</b>                           | <b>814,922</b>      | <b>310,806</b>    | <b>-</b>                               | <b>-</b>                               | <b>31,766,126</b>                  | <b>-</b>                             | <b>32,891,854</b>    |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 888,022</b>   | <b>\$ 400,806</b> | <b>\$ 826,259</b>                      | <b>\$ 172,298</b>                      | <b>\$ 31,766,126</b>               | <b>\$ -</b>                          | <b>\$ 34,053,511</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 1,471,253</b> | <b>\$ 400,806</b> | <b>\$ 826,259</b>                      | <b>\$ 172,298</b>                      | <b>\$ 31,766,126</b>               | <b>\$ 5,350,000</b>                  | <b>\$ 39,986,742</b> |



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

For the Period Ending December 31, 2023

| ACCOUNT DESCRIPTION                     | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|---|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>                         |                             |                        |                        |                             |  |
| Interest - Investments                  | \$ -                        | \$ -                   | \$ 6,401               | \$ 6,401                    | 0.00%                                  |
| Special Assmnts- Tax Collector          | 292,399                     | 240,679                | 239,484                | (1,195)                     | 81.90%                                 |
| <b>TOTAL REVENUES</b>                   | <b>292,399</b>              | <b>240,679</b>         | <b>245,885</b>         | <b>5,206</b>                | <b>84.09%</b>                          |
| <b>EXPENDITURES</b>                     |                             |                        |                        |                             |  |
| <b>Administration</b>                   |                             |                        |                        |                             |  |
| P/R-Board of Supervisors                | 12,000                      | 3,000                  | 3,000                  | -                           | 25.00%                                 |
| FICA Taxes                              | -                           | -                      | 46                     | (46)                        | 0.00%                                  |
| ProfServ-Arbitrage Rebate               | 500                         | 500                    | 600                    | (100)                       | 120.00%                                |
| ProfServ-Trustee Fees                   | 12,000                      | 12,000                 | 8,566                  | 3,434                       | 71.38%                                 |
| Assessment Roll                         | 5,460                       | -                      | -                      | -                           | 0.00%                                  |
| Disclosure Report                       | 1,000                       | -                      | -                      | -                           | 0.00%                                  |
| District Counsel                        | 26,000                      | 6,500                  | 10,600                 | (4,100)                     | 40.77%                                 |
| District Engineer                       | 30,000                      | 7,500                  | 7,125                  | 375                         | 23.75%                                 |
| District Manager                        | 54,600                      | 13,650                 | 13,650                 | -                           | 25.00%                                 |
| Auditing Services                       | 3,405                       | -                      | -                      | -                           | 0.00%                                  |
| Website Hosting/Email services          | 4,000                       | 1,000                  | 384                    | 616                         | 9.60%                                  |
| Miscellaneous Mailings                  | 250                         | 250                    | 13                     | 237                         | 5.20%                                  |
| Public Officials Insurance              | 4,176                       | 4,176                  | 3,458                  | 718                         | 82.81%                                 |
| Legal Advertising                       | 500                         | -                      | -                      | -                           | 0.00%                                  |
| Miscellaneous Services                  | 1,650                       | -                      | -                      | -                           | 0.00%                                  |
| Misc. Administrative Fees               | 650                         | -                      | -                      | -                           | 0.00%                                  |
| Dues, Licenses, Subscriptions           | 175                         | 175                    | 175                    | -                           | 100.00%                                |
| <b>Total Administration</b>             | <b>156,366</b>              | <b>48,751</b>          | <b>47,617</b>          | <b>1,134</b>                | <b>30.45%</b>                          |
| <b>Law Enforcement</b>                  |                             |                        |                        |                             |  |
| Off-Duty Deputy Services                | 12,000                      | -                      | -                      | -                           | 0.00%                                  |
| <b>Total Law Enforcement</b>            | <b>12,000</b>               | <b>-</b>               | <b>-</b>               | <b>-</b>                    | <b>0.00%</b>                           |
| <b>Other Physical Environment</b>       |                             |                        |                        |                             |  |
| Insurance - General Liability           | 5,950                       | 5,950                  | 4,912                  | 1,038                       | 82.55%                                 |
| Property Insurance                      | 22,040                      | 22,040                 | 26,455                 | (4,415)                     | 120.03%                                |
| R&M-Irrigation                          | 1,000                       | -                      | -                      | -                           | 0.00%                                  |
| <b>Total Other Physical Environment</b> | <b>28,990</b>               | <b>27,990</b>          | <b>31,367</b>          | <b>(3,377)</b>              | <b>108.20%</b>                         |

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

For the Period Ending December 31, 2023

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b><u>Road and Street Facilities</u></b>     |                             |                        |                        |                             |  |
| Sidewalk Repair & Maintenance                | 22,000                      | 17,310                 | 17,310                 | -                           | 78.68%                                 |
| Roadway Repair & Maintenance                 | 27,100                      | 6,775                  | 2,000                  | 4,775                       | 7.38%                                  |
| Street Sign Repair & Replacement             | 7,500                       | 1,875                  | 270                    | 1,605                       | 3.60%                                  |
| Guard & Gate Facility Maintenance            | 500                         | -                      | -                      | -                           | 0.00%                                  |
| <b>Total Road and Street Facilities</b>      | <b>57,100</b>               | <b>25,960</b>          | <b>19,580</b>          | <b>6,380</b>                | <b>34.29%</b>                          |
| <b><u>Contingency</u></b>                    |                             |                        |                        |                             |  |
| Misc-Contingency                             | 37,943                      | 10,260                 | 10,260                 | -                           | 27.04%                                 |
| <b>Total Contingency</b>                     | <b>37,943</b>               | <b>10,260</b>          | <b>10,260</b>          | <b>-</b>                    | <b>27.04%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>292,399</b>              | <b>112,961</b>         | <b>108,824</b>         | <b>4,137</b>                | <b>37.22%</b>                          |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |  |
| Over (under) expenditures                    | -                           | 127,718                | 137,061                | 9,343                       | 0.00%                                  |
| Net change in fund balance                   | \$ -                        | \$ 127,718             | \$ 137,061             | \$ 9,343                    | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b> | <b>750,961</b>              | <b>750,961</b>         | <b>750,961</b>         |                             |  |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 750,961</b>           | <b>\$ 878,679</b>      | <b>\$ 888,022</b>      |                             |  |

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

For the Period Ending December 31, 2023

| ACCOUNT DESCRIPTION  | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>  |                             |                        |                        |                             |  |
| Interest - Investments                                       | \$ -                        | \$ -                   | \$ 4,400               | \$ 4,400                    | 0.00%                                  |
| Special Assmnts- Tax Collector                               | 90,000                      | 67,200                 | 67,107                 | (93)                        | 74.56%                                 |
| <b>TOTAL REVENUES</b>  | <b>90,000</b>               | <b>67,200</b>          | <b>71,507</b>          | <b>4,307</b>                | <b>79.45%</b>                          |
| <b>EXPENDITURES</b>  |                             |                        |                        |                             |  |
| <b>Reserves</b>  |                             |                        |                        |                             |  |
| Capital Reserve  | 65,000                      | -                      | -                      | -                           | 0.00%                                  |
| Reserve - Disaster Relief                                    | 25,000                      | -                      | -                      | -                           | 0.00%                                  |
| <b>Total Reserves</b>  | <b>90,000</b>               | <b>-</b>               | <b>-</b>               | <b>-</b>                    | <b>0.00%</b>                           |
| <b>TOTAL EXPENDITURES &amp; RESERVES</b>                     | <b>90,000</b>               | <b>-</b>               | <b>-</b>               | <b>-</b>                    | <b>0.00%</b>                           |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                           | 67,200                 | 71,507                 | 4,307                       | 0.00%                                  |
| Net change in fund balance                                   | \$ -                        | \$ 67,200              | \$ 71,507              | \$ 4,307                    | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>                 | <b>329,299</b>              | <b>329,299</b>         | <b>329,299</b>         |                             |  |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 329,299</b>           | <b>\$ 396,499</b>      | <b>\$ 400,806</b>      |                             |  |

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

For the Period Ending December 31, 2023

| ACCOUNT DESCRIPTION  | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>  |                             |                        |                        |                             |  |
| Interest - Investments                                       | \$ -                        | \$ -                   | \$ 6,314               | \$ 6,314                    | 0.00%                                  |
| Special Assmnts- Tax Collector                               | 503,211                     | 403,400                | 403,393                | (7)                         | 80.16%                                 |
| <b>TOTAL REVENUES</b>  | <b>503,211</b>              | <b>403,400</b>         | <b>409,707</b>         | <b>6,307</b>                | <b>81.42%</b>                          |
| <b>EXPENDITURES</b>  |                             |                        |                        |                             |  |
| <b>Debt Service</b>  |                             |                        |                        |                             |  |
| Principal Debt Retirement                                    | 295,000                     | -                      | -                      | -                           | 0.00%                                  |
| Interest Expense   | 208,211                     | 104,105                | 106,393                | (2,288)                     | 51.10%                                 |
| <b>Total Debt Service</b>                                    | <b>503,211</b>              | <b>104,105</b>         | <b>106,393</b>         | <b>(2,288)</b>              | <b>21.14%</b>                          |
| <b>TOTAL EXPENDITURES</b>                                    | <b>503,211</b>              | <b>104,105</b>         | <b>106,393</b>         | <b>(2,288)</b>              | <b>21.14%</b>                          |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                           | 299,295                | 303,314                | 4,019                       | 0.00%                                  |
| Net change in fund balance                                   | \$ -                        | \$ 299,295             | \$ 303,314             | \$ 4,019                    | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>                 | <b>522,945</b>              | <b>522,945</b>         | <b>522,945</b>         |                             |  |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 522,945</b>           | <b>\$ 822,240</b>      | <b>\$ 826,259</b>      |                             |  |

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

For the Period Ending December 31, 2023

| ACCOUNT DESCRIPTION  | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>  |                             |                        |                        |                             |  |
| Interest - Investments                                       | \$ -                        | \$ -                   | \$ 1,153               | \$ 1,153                    | 0.00%                                  |
| Special Assmnts- Tax Collector                               | 122,959                     | 98,900                 | 98,852                 | (48)                        | 80.39%                                 |
| <b>TOTAL REVENUES</b>  | <b>122,959</b>              | <b>98,900</b>          | <b>100,005</b>         | <b>1,105</b>                | <b>81.33%</b>                          |
| <b>EXPENDITURES</b>  |                             |                        |                        |                             |  |
| <b>Debt Service</b>  |                             |                        |                        |                             |  |
| Principal Debt Retirement                                    | 75,000                      | -                      | -                      | -                           | 0.00%                                  |
| Interest Expense   | 47,959                      | 23,405                 | 22,336                 | 1,069                       | 46.57%                                 |
| <b>Total Debt Service</b>                                    | <b>122,959</b>              | <b>23,405</b>          | <b>22,336</b>          | <b>1,069</b>                | <b>18.17%</b>                          |
| <b>TOTAL EXPENDITURES</b>                                    | <b>122,959</b>              | <b>23,405</b>          | <b>22,336</b>          | <b>1,069</b>                | <b>18.17%</b>                          |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                           | 75,495                 | 77,669                 | 2,174                       | 0.00%                                  |
| Net change in fund balance                                   | \$ -                        | \$ 75,495              | \$ 77,669              | \$ 2,174                    | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>                 | <b>94,629</b>               | <b>94,629</b>          | <b>94,629</b>          |                             |  |
| <b>FUND BALANCE, ENDING</b>                                  | <b>\$ 94,629</b>            | <b>\$ 170,124</b>      | <b>\$ 172,298</b>      |                             |  |

**Notes to the Financial Statements**  
**December 31, 2023**

**Financial Overview / Highlights**

- ▶ Total General Fund revenues are at approximately 84.1% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 37.2% of the Annual Budget.

**Balance Sheet**

| Account Name         | YTD Actual | Explanation  |
|----------------------|------------|--|
| <b>Assets</b>        |            |  |
| Due from Other Funds | 575,002    | Due to Reserve fund and Debt Service. Transferring this month. |
| <b>Liabilities</b>   |            |  |
| Accounts Payable     | 8,229      | Invoices for current month, but not paid in current month.     |
| Due to Other Funds   | 575,002    | Due to Reserve fund and Debt Service. Transferring this month. |

**Variance Analysis**

| Account Name                             | Annual Budget | YTD Actual | % of Budget | Explanation  |
|--|---------------|------------|-------------|--|
| <b>General Fund 001</b>                  |               |            |             |  |
| <b>Revenues</b>                          |               |            |             |  |
| Interest Income                          | -             | 6,401      | N/A         | Interest earned on investments from Money Market account.  |
| Special Assessments-Tax Collector        | 292,399       | 239,484    | 81.90%      | Collections were at 77.9% at this time last year.  |
| <b>Expenditures</b>                      |               |            |             |  |
| <b><u>Administrative</u></b>             |               |            |             |  |
| Arbitrage Rebate                         | 500           | 600        | 120.00%     | Paid in full for the year.   |
| Trustee Fees                             | 12,000        | 8,566      | 71.38%      | Paid in full for the year for both bonds.  |
| District Counsel                         | 26,000        | 10,600     | 40.77%      | Attend meetings, review documents miscellaneous phone calls, etc.                                      |
| Public Officials Insurance               | 4,176         | 3,458      | 82.81%      | Paid in full for the year.   |
| <b><u>Other Physical Environment</u></b> |               |            |             |  |
| Insurance - General Liability            | 5,950         | 4,912      | 82.55%      | Paid in full for the year.   |
| Property Insurance                       | 22,040        | 26,455     | 120.03%     | Paid in full and need to increase budget for next year.  |
| <b><u>Road and Street Facilities</u></b> |               |            |             |  |
| Sidewalk Repair & Maintenance            | 22,000        | 17,310     | 78.68%      | Pressure cleaned sidewalks.  |
| <b><u>Reserves</u></b>                   |               |            |             |  |
| Misc-Contingency                         | 37,943        | 10,260     | 27.04%      | Lakebank repairs with Geosox installation, install Bahia sod to stabilize, access repairs and cleanup. |

**Notes to the Financial Statements**  
**December 31, 2023**

| <u>Account Name</u>               | <u>Annual<br/>Budget</u> | <u>YTD Actual</u> | <u>% of Budget</u> | <u>Explanation</u>                                |
|-----------------------------------|--------------------------|-------------------|--------------------|---|
| <b>Expenditures (con't)</b>       |                          |                   |                    |   |
| <b>Reserve Fund 005</b>           |                          |                   |                    |   |
| <b>Revenues</b>                   |                          |                   |                    |   |
| Interest Income                   | -                        | 4,400             | N/A                | Interest earned on Custody trust account.         |
| Special Assessments-Tax Collector | 90,000                   | 67,107            | 74.56%             | Collections were at 77.9% at this time last year. |
| <b>Debt Service - Series 2013</b> |                          |                   |                    |   |
| <b>Revenues</b>                   |                          |                   |                    |   |
| Interest Income                   | -                        | 6,314             | N/A                | Interest earned on trust accounts.                |
| Special Assessments-Tax Collector | 503,211                  | 403,393           | 80.16%             | Collections were at 77.9% at this time last year. |
| <b>Debt Service - Series 2015</b> |                          |                   |                    |   |
| <b>Revenues</b>                   |                          |                   |                    |   |
| Interest Income                   | -                        | 1,153             | N/A                | Interest earned on trust accounts.                |
| Special Assessments-Tax Collector | 122,959                  | 98,852            | 80.39%             | Collections were at 77.9% at this time last year. |
| <b>Expenditures</b>               |                          |                   |                    |   |
| <b><u>Debt Service</u></b>        |                          |                   |                    |   |
| Principal Debt Retirement         | 75,000                   | -                 | 0.00%              | Next payment will be made in May.                 |
| Interest Expense                  | 47,959                   | 22,336            | 46.57%             | Next payment will be made in November.            |

# **HERITAGE HARBOUR SOUTH**

Community Development District

## **Supporting Schedules**

**December 31, 2023**



## HERITAGE HARBOUR SOUTH

Community Development District

**Non-Ad Valorem Special Assessments - Manatee County Tax Collector**  
**Monthly Collection Distributions**  
**For the Fiscal Year Ending September 30, 2024**

|                           |                     |                               |                  |                       | Allocation by Fund |                  |                               |                               |
|---------------------------|---------------------|-------------------------------|------------------|-----------------------|--------------------|------------------|-------------------------------|-------------------------------|
| Date Rcvd                 | Net Amount Received | Discount / (Penalties) Amount | Collection Costs | Gross Amount Received | General Fund       | Reserve Fund     | Series 2013 Debt Service Fund | Series 2015 Debt Service Fund |
| <b>Assessments Levied</b> |                     |                               |                  | <b>\$1,848,350</b>    | <b>\$321,183</b>   | <b>\$90,000</b>  | <b>\$541,009</b>              | <b>\$132,575</b>              |
| Allocation %              |                     |                               |                  | 59%                   | 17.38%             | 4.87%            | 29.27%                        | 7.17%                         |
| 11/09/23                  | \$ 8,269            | \$ 345                        | \$ 256           | \$ 8,870              | \$ 2,448           | \$ 686           | \$ 4,124                      | \$ 1,011                      |
| 11/22/23                  | 12,306              | 513                           | 381              | 13,200                | 3,644              | 1,021            | 6,138                         | 1,504                         |
| 12/07/23                  | 167,741             | 6,989                         | 5,188            | 179,918               | 49,666             | 13,917           | 83,658                        | 20,501                        |
| 12/14/23                  | 620,519             | 25,855                        | 19,191           | 665,566               | 183,726            | 51,483           | 309,473                       | 75,837                        |
| <b>TOTAL</b>              | <b>\$ 808,836</b>   | <b>\$ 33,702</b>              | <b>\$ 25,016</b> | <b>\$ 867,553</b>     | <b>\$ 239,484</b>  | <b>\$ 67,107</b> | <b>\$ 403,393</b>             | <b>\$ 98,852</b>              |
| % COLLECTED               |                     |                               |                  | 46.94%                |                    |                  |                               |                               |
| <b>TOTAL OUTSTANDING</b>  |                     |                               |                  |                       | <b>\$ 81,699</b>   | <b>\$ 22,893</b> | <b>\$ 137,615</b>             | <b>\$ 33,723</b>              |

## HERITAGE HARBOUR SOUTH

Community Development District

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### Cash and Investment Balances December 31, 2023

| <u>ACCOUNT NAME</u>                   | <u>BANK NAME</u>   | <u>YIELD</u> | <u>BALANCE</u>      |
|---------------------------------------|--------------------|--------------|---------------------|
| <b>GENERAL FUND</b>                   |                    |              |                     |
| Operating Account - Business Checking | BankUnited         | 0.00%        | \$ 986,261          |
| Money Market Account                  | BankUnited         | 5.45%        | \$ 484,992          |
| Reserve Custody Account               | US Bank            | 5.25%        | \$ 333,699          |
| Series 2013 A1 Interest               | WellsFargo Trust   | 5.22%        | \$ 79               |
| Series 2013 A2 Interest               | WellsFargo Trust   | 5.22%        | \$ 11               |
| Series 2013 A1 Principal              | WellsFargo Trust   | 5.22%        | \$ 5                |
| Series 2013 A1 Reserve                | WellsFargo Trust   | 5.22%        | \$ 226,056          |
| Series 2013 A2 Reserve                | WellsFargo Trust   | 5.22%        | \$ 29,381           |
| Series 2013 A1/A2 Revenue             | WellsFargo Trust   | 5.22%        | \$ 162,778          |
| Series 2013 A2 Sinking                | WellsFargo Trust   | 5.22%        | \$ 16               |
|                                       | <b>Subtotal</b>    |              | <b>\$ 418,325</b>   |
| Series 2015 Prepayment                | US Bank            | 5.25%        | \$ 1,270            |
| Series 2015 Reserve                   | US Bank            | 5.25%        | \$ 30,421           |
| Series 2015 Revenue                   | US Bank            | 5.25%        | \$ 40,645           |
|                                       | <b>Subtotal</b>    |              | <b>\$ 72,336</b>    |
|                                       | <b>Grand Total</b> |              | <b>\$ 2,295,613</b> |

**HERITAGE HARBOUR SOUTH**

Community Development District

**Payment Register by Fund**  
**For the Period from 11/01/23 to 12/31/23**  
**(Sorted by Check / ACH No.)**

| Fund No.                  | Check / ACH No. | Date     | Payee  | Invoice No. | Payment Description                              | Invoice / GL Description         | G/L Account # | Amount Paid        |
|---------------------------|-----------------|----------|--|-------------|--|----------------------------------|---------------|--------------------|
| <b>GENERAL FUND - 001</b> |                 |          |  |             |  |                                  |               |                    |
| 001                       | 15032           | 11/03/23 | CROSSCREEK ENVIRONMENTAL INC                   | 15363       | LAKE BANK REPAIRS                                | Misc-Contingency                 | 549900-58200  | \$10,260.25        |
| 001                       | 15033           | 11/09/23 | INFRAMARK                                      | 103688      | OCT23 MANAGEMENT SERVICES                        | District Manager                 | 531150-51301  | \$4,550.00         |
| 001                       | 15034           | 11/09/23 | PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A. | 4305        | LEGAL SERVICES 10/23                             | District Counsel                 | 531146-51401  | \$2,471.00         |
| 001                       | 15035           | 11/16/23 | ANJ EXCAVATION LLC                             | 34          | RELOCATE 2 RADAR SIGNS TO GOLDEN HARBOUR TRAIL   | Street Sign Repairs/Replacements | 546491-54101  | \$270.00           |
| 001                       | 15036           | 11/22/23 | SCHAPPACHER ENGINEERING LLC                    | 2557        | ENGINEERING SVCS THRU 10/31/23                   | District Engineer                | 531147-51501  | \$5,025.00         |
| 001                       | 15036           | 11/22/23 | SCHAPPACHER ENGINEERING LLC                    | 2505        | ENGINEERING SVCS THRU 07/31/23                   | District Engineer                | 531147-51301  | \$4,284.43         |
| 001                       | 15037           | 11/28/23 | COMPUTER TRUST COMPANY NA                      | 2235423     | SERIES 2013 A1/A2 TRUSTEE FEES 07/19/23-09/18/24 | ProfServ-Trustee Fees            | 531045-51301  | \$1,750.00         |
| 001                       | 15037           | 11/28/23 | COMPUTER TRUST COMPANY NA                      | 2235423     | SERIES 2013 A1/A2 TRUSTEE FEES 10/19/23-07/18/24 | Prepaid Items                    | 155000        | \$5,250.00         |
| 001                       | 15038           | 11/28/23 | EGIS INSURANCE ADVISORS                        | 20286       | INSURANCE 10/01/23-10/01/24                      | Property Insurance               | 545015-53900  | \$26,455.00        |
| 001                       | 15038           | 11/28/23 | EGIS INSURANCE ADVISORS                        | 20286       | INSURANCE 10/01/23-10/01/24                      | Public Officials Insurance       | 545008-51301  | \$3,458.00         |
| 001                       | 15038           | 11/28/23 | EGIS INSURANCE ADVISORS                        | 20286       | INSURANCE 10/01/23-10/01/24                      | Insurance - General Liability    | 545002-53900  | \$4,912.00         |
| 001                       | 15039           | 11/28/23 | INFRAMARK                                      | 104889      | NOV23 MANAGEMENT SERVICES                        | District Manager                 | 531150-51301  | \$4,550.00         |
| 001                       | 15040           | 11/30/23 | ERIC NELS HALLBERG                             | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | 15041           | 12/01/23 | INFRAMARK                                      | 105049      | OCT23 VARIABLE CHARGES-POSTAGE                   | Miscellaneous Mailings           | 541030-51301  | \$3.78             |
| 001                       | 15041           | 12/01/23 | INFRAMARK                                      | 105441      | NOV23 VARIABLE CHARGES-POSTAGE                   | Miscellaneous Mailings           | 541030-51301  | \$3.78             |
| 001                       | 15042           | 12/14/23 | ERIC NELS HALLBERG                             | 120523      | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | 15045           | 12/14/23 | PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A. | 4437        | LEGAL SERVICES 11/23                             | District Counsel                 | 531146-51401  | \$4,630.50         |
| 001                       | 15047           | 12/22/23 | LLS TAX SOLUTIONS INC.                         | 003224      | ARBITRAGE SERVICES SERIES 2013A-2                | ProfServ-Arbitrage Rebate        | 531002-51301  | \$600.00           |
| 001                       | 15048           | 12/22/23 | PREMIER PRESSURE CLEANING LLC                  | 5137        | PRESSURE CLEAN SIDEWALKS                         | R&M-Sidewalks                    | 546084-54101  | \$17,309.93        |
| 001                       | 15049           | 12/22/23 | SCHAPPACHER ENGINEERING LLC                    | 2574        | ENGINEERING SRVCS THRU 11/23                     | District Engineer                | 531147-51501  | \$2,100.00         |
| 001                       | DD118           | 11/16/23 | DARNELL BACON -EFT                             | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD119           | 11/16/23 | MICHAEL J NEVILLE - EFT                        | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD120           | 11/16/23 | PHILIP I FRANKEL - EFT                         | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD122           | 12/19/23 | DARNELL BACON -EFT                             | 120523 EFT  | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD123           | 12/19/23 | MICHAEL J NEVILLE - EFT                        | 120523 EFT  | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD124           | 12/19/23 | PHILIP I FRANKEL - EFT                         | 120523 EFT  | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD117           | 11/14/23 | ROBIN SPENCER                                  | PAYROLL     | November 14, 2023 Payroll Posting                |                                  |               | \$184.70           |
| 001                       | DD121           | 12/08/23 | ROBIN SPENCER                                  | PAYROLL     | December 08, 2023 Payroll Posting                |                                  |               | \$184.70           |
| <b>Fund Total</b>         |                 |          |  |             |  |                                  |               | <b>\$99,853.07</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Total Checks Paid</b> | <b>\$99,853.07</b> |
|--------------------------|--------------------|

**HERITAGE HARBOUR SOUTH**

Community Development District

**Payment Register by Fund**  
**For the Period from 11/01/23 to 12/31/23**  
**(Sorted by Check / ACH No.)**

| Fund No.                  | Check / ACH No. | Date     | Payee  | Invoice No. | Payment Description                              | Invoice / GL Description         | G/L Account # | Amount Paid        |
|---------------------------|-----------------|----------|--|-------------|--|----------------------------------|---------------|--------------------|
| <b>GENERAL FUND - 001</b> |                 |          |  |             |  |                                  |               |                    |
| 001                       | 15032           | 11/03/23 | CROSSCREEK ENVIRONMENTAL INC                   | 15363       | LAKE BANK REPAIRS                                | Misc-Contingency                 | 549900-58200  | \$10,260.25        |
| 001                       | 15033           | 11/09/23 | INFRAMARK                                      | 103688      | OCT23 MANAGEMENT SERVICES                        | District Manager                 | 531150-51301  | \$4,550.00         |
| 001                       | 15034           | 11/09/23 | PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A. | 4305        | LEGAL SERVICES 10/23                             | District Counsel                 | 531146-51401  | \$2,471.00         |
| 001                       | 15035           | 11/16/23 | ANJ EXCAVATION LLC                             | 34          | RELOCATE 2 RADAR SIGNS TO GOLDEN HARBOUR TRAIL   | Street Sign Repairs/Replacements | 546491-54101  | \$270.00           |
| 001                       | 15036           | 11/22/23 | SCHAPPACHER ENGINEERING LLC                    | 2557        | ENGINEERING SVCS THRU 10/31/23                   | District Engineer                | 531147-51501  | \$5,025.00         |
| 001                       | 15036           | 11/22/23 | SCHAPPACHER ENGINEERING LLC                    | 2505        | ENGINEERING SVCS THRU 07/31/23                   | District Engineer                | 531147-51301  | \$4,284.43         |
| 001                       | 15037           | 11/28/23 | COMPUTER TRUST COMPANY NA                      | 2235423     | SERIES 2013 A1/A2 TRUSTEE FEES 07/19/23-09/18/24 | ProfServ-Trustee Fees            | 531045-51301  | \$1,750.00         |
| 001                       | 15037           | 11/28/23 | COMPUTER TRUST COMPANY NA                      | 2235423     | SERIES 2013 A1/A2 TRUSTEE FEES 10/19/23-07/18/24 | Prepaid Items                    | 155000        | \$5,250.00         |
| 001                       | 15038           | 11/28/23 | EGIS INSURANCE ADVISORS                        | 20286       | INSURANCE 10/01/23-10/01/24                      | Property Insurance               | 545015-53900  | \$26,455.00        |
| 001                       | 15038           | 11/28/23 | EGIS INSURANCE ADVISORS                        | 20286       | INSURANCE 10/01/23-10/01/24                      | Public Officials Insurance       | 545008-51301  | \$3,458.00         |
| 001                       | 15038           | 11/28/23 | EGIS INSURANCE ADVISORS                        | 20286       | INSURANCE 10/01/23-10/01/24                      | Insurance - General Liability    | 545002-53900  | \$4,912.00         |
| 001                       | 15039           | 11/28/23 | INFRAMARK                                      | 104889      | NOV23 MANAGEMENT SERVICES                        | District Manager                 | 531150-51301  | \$4,550.00         |
| 001                       | 15040           | 11/30/23 | ERIC NELS HALLBERG                             | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | 15041           | 12/01/23 | INFRAMARK                                      | 105049      | OCT23 VARIABLE CHARGES-POSTAGE                   | Miscellaneous Mailings           | 541030-51301  | \$3.78             |
| 001                       | 15041           | 12/01/23 | INFRAMARK                                      | 105441      | NOV23 VARIABLE CHARGES-POSTAGE                   | Miscellaneous Mailings           | 541030-51301  | \$3.78             |
| 001                       | 15042           | 12/14/23 | ERIC NELS HALLBERG                             | 120523      | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | 15045           | 12/14/23 | PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. P.A. | 4437        | LEGAL SERVICES 11/23                             | District Counsel                 | 531146-51401  | \$4,630.50         |
| 001                       | 15047           | 12/22/23 | LLS TAX SOLUTIONS INC.                         | 003224      | ARBITRAGE SERVICES SERIES 2013A-2                | ProfServ-Arbitrage Rebate        | 531002-51301  | \$600.00           |
| 001                       | 15048           | 12/22/23 | PREMIER PRESSURE CLEANING LLC                  | 5137        | PRESSURE CLEAN SIDEWALKS                         | R&M-Sidewalks                    | 546084-54101  | \$17,309.93        |
| 001                       | 15049           | 12/22/23 | SCHAPPACHER ENGINEERING LLC                    | 2574        | ENGINEERING SRVCS THRU 11/23                     | District Engineer                | 531147-51501  | \$2,100.00         |
| 001                       | DD118           | 11/16/23 | DARNELL BACON -EFT                             | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD119           | 11/16/23 | MICHAEL J NEVILLE - EFT                        | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD120           | 11/16/23 | PHILIP I FRANKEL - EFT                         | 110723 EFT  | SUPERVISOR FEE 11/07/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD122           | 12/19/23 | DARNELL BACON -EFT                             | 120523 EFT  | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD123           | 12/19/23 | MICHAEL J NEVILLE - EFT                        | 120523 EFT  | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD124           | 12/19/23 | PHILIP I FRANKEL - EFT                         | 120523 EFT  | SUPERVISOR FEE 12/05/23                          | P/R-Board of Supervisors         | 511001-51101  | \$200.00           |
| 001                       | DD117           | 11/14/23 | ROBIN SPENCER                                  | PAYROLL     | November 14, 2023 Payroll Posting                |                                  |               | \$184.70           |
| 001                       | DD121           | 12/08/23 | ROBIN SPENCER                                  | PAYROLL     | December 08, 2023 Payroll Posting                |                                  |               | \$184.70           |
| <b>Fund Total</b>         |                 |          |  |             |  |                                  |               | <b>\$99,853.07</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Total Checks Paid</b> | <b>\$99,853.07</b> |
|--------------------------|--------------------|



Crosscreek Environmental Inc.

111 61st Street East  
Palmetto, FL 34221

# Invoice

**Date** 10/19/2023

**Invoice #** 15363

## Bill To

Heritage Harbour South CDD  
C/O Inframark  
313 Campus Street  
Celebration, FL 34747

## Project Info

**P.O. #**

**Terms**

Due on receipt

**Ship Date** 10/19/2023

**Due Date** 10/19/2023

| Description  | Qty | Price    | Amount   |
|--|-----|----------|----------|
| Heritage Harbour South CDD - Lake Bank Repairs   |     |          |          |
| Supply and installation of all labor, equipment and materials needed to install 7' FW404 woven geosox tube to repair and control erosion at Pond 31  |     |          |          |
| Geosox installation will include following scope of work:<br>* Prep work of lake bank for installation of geotextile tube.<br>* Grading of repaired area to match existing slope.<br>* Installation of C350 Coconut Mesh reinforcement mat and Bahia sod to stabilize and repair any area disturbed by installation of geotextile tube.<br>* Extending of corrugated drain pipes within work area to waters edge.<br>* Installation of 4"-6" rip rap | 135 | 62.00    | 8,370.00 |
| 225 SY of Bahia sod  | 225 | 3.50     | 787.50   |
| Water sod 3 times per week for 30 days (unless area is adequately watered by rains)  | 10  | 350.00   | 3,500.00 |
| Access Repairs   | 1   | 1,000.00 | 1,000.00 |
| Miscellaneous Cleanup and work   | 1   | 1,000.00 | 1,000.00 |

Thank you for your business

Crosscreek Environmental Inc.

**Subtotal**

**Sales Tax (0.0%)**

**Total**

**Payments/Credits**

**Balance Due**





2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**BILL TO**

Heritage Harbour South Community  
Development  
313 Campus St  
Celebration FL 34747-4982  
United States

**INVOICE#**  
#103688

**CUSTOMER ID**  
C4958

**PO#**

**DATE**  
10/31/2023

**NET TERMS**  
Net 30

**DUE DATE**  
11/30/2023

**Services provided for the Month of: October 2023**

| DESCRIPTION  | QTY | UOM | RATE     | MARKUP | AMOUNT          |
|--|-----|-----|----------|--------|-----------------|
| Management Services for the Month of: October 2023 |     |     |          |        |                 |
| Administrative Fees                                | 1   | Ea  | 4,550.00 |        | 4,550.00        |
| <b>Subtotal</b>                                    |     |     |          |        | <b>4,550.00</b> |

|                  |            |
|------------------|------------|
| <b>Subtotal</b>  | \$4,550.00 |
| <b>Tax</b>       | \$0.00     |
| <b>Total Due</b> | \$4,550.00 |

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**



# INVOICE

Invoice # 4305  
Date: 11/01/2023  
Due On: 12/01/2023

Heritage Harbour South Community Development District  
inframark@avidbill.com

## Statement of Account

| Outstanding Balance | New Charges  | Payments Received | Total Amount Outstanding |
|---------------------|--------------|-------------------|--------------------------|
| ( \$0.00            | + \$2,471.00 | ) - ( \$0.00      | ) = <b>\$2,471.00</b>    |

## HHSOUTH

### Heritage Harbour South Community Development District

| Type    | Attorney | Date       | Notes  | Quantity | Rate     | Total    |
|---------|----------|------------|--|----------|----------|----------|
| Service | DPL      | 10/02/2023 | SUPERVISOR MEETING: prep for meeting.  | 1.00     | \$280.00 | \$280.00 |
| Service | DPL      | 10/03/2023 | SUPERVISOR MEETING: call with board chair  | 0.20     | \$280.00 | \$56.00  |
| Service | DPL      | 10/03/2023 | SUPERVISOR MEETING: attendance at meeting.   | 2.70     | \$280.00 | \$756.00 |
| Service | AHC      | 10/05/2023 | Review e-mails re: gazebo maintenance issues.  | 0.25     | \$294.00 | \$73.50  |
| Service | AHC      | 10/08/2023 | Review e-mail re: golf cart crossings and forward to Chairman for direction.   | 0.25     | \$294.00 | \$73.50  |
| Service | AHC      | 10/10/2023 | Tele-conv. with Chairman re: pending items. Exchange e-mails with District Manager re: golf cart crossings and removal of dead tree on homeowner property. | 0.25     | \$294.00 | \$73.50  |
| Service | DPL      | 10/12/2023 | SPENDING RESO: amended language per board request.   | 0.20     | \$280.00 | \$56.00  |
| Service | AHC      | 10/12/2023 | Follow-up on action items from October CDD meeting. Confer with associate counsel re: revisions to Spending Resolution.                                    | 0.25     | \$294.00 | \$73.50  |
| Service | AHC      | 10/13/2023 | Exchange e-mails re: Off-Duty Sheriff  | 0.25     | \$294.00 | \$73.50  |



Agreement and e-mail latest version to District management and Chairman.

|         |     |            |   |      |                 |                   |
|---------|-----|------------|---|------|-----------------|-------------------|
| Service | AHC | 10/16/2023 | Exchange e-mails re: Sheriff Off-Duty Interlocal.   | 0.25 | \$294.00        | \$73.50           |
| Service | AHC | 10/17/2023 | Review draft minutes from 10/3 CDD meeting and provide comments. Review EGIS report re: amenities and risk issues.  | 0.50 | \$294.00        | \$147.00          |
| Service | AHC | 10/18/2023 | Exchange e-mails with eminent domain counsel and review potential conveyance with FDOT. Brief tele-conv. with Chairman re: conveyance.  | 0.50 | \$294.00        | \$147.00          |
| Service | AHC | 10/23/2023 | Review and reply to multiple e-mails re: stormwater maintenance issues and historical documents related thereto.  | 0.75 | \$294.00        | \$220.50          |
| Service | AHC | 10/24/2023 | Review and reply to e-mails re: placement of boulders near main gate entrance.  | 0.25 | \$294.00        | \$73.50           |
| Service | AHC | 10/26/2023 | Tele-conv. with Chair re: pending items including Aquaterra and maintenance issues.   | 0.50 | \$294.00        | \$147.00          |
| Service | AHC | 10/31/2023 | Tele-conv. with Chairman re: pending items including question related to revenue from CDD amenities managed by Master HOA. Initial research on revenue question. Initial review of agenda package for November CDD meeting. | 0.50 | \$294.00        | \$147.00          |
|         |     |            |   |      | <b>Subtotal</b> | <b>\$2,471.00</b> |
|         |     |            |   |      | <b>Total</b>    | <b>\$2,471.00</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number           | Due On     | Amount Due | Payments Received | Balance Due |
|--------------------------|------------|------------|-------------------|-------------|
| 4305                     | 12/01/2023 | \$2,471.00 | \$0.00            | \$2,471.00  |
| Outstanding Balance      |            |            |                   | \$2,471.00  |
| Total Amount Outstanding |            |            |                   | \$2,471.00  |

Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.

***For any inquiries, please contact us at 941-306-4730. Payment is due 30 days from receipt of this invoice. Thank you.***

# INVOICE

## A N J EXCAVATION LLC

INVOICE # 34  
DATE: NOVEMBER 7, 2023

1220 59<sup>th</sup> Ave E  
Bradenton, FL 34203  
941-405-5426  
Mondoandjacob@gmail.com

TO Heritage Harbour South CDD  
C/O Inframark Inc.  
313 Campus Street  
Celebration, FL 34747

| JOB SITE ADDRESS  | START DATE | END DATE |
|---|------------|----------|
| Heritage Harbour Sign Relocate<br>To Golden Harbour Trail | November   | November |

| LINE ITEM | DESCRIPTION                                | LINE TOTAL |
|-----------|--|------------|
| 1         | Radar sign relocation 2 signs @ 135.00/ea. | \$270.00   |
|           |  |            |
|           |  |            |
| TOTAL     |  | \$270.00   |

Make all checks payable to A N J EXCAVATION LLC

THANK YOU FOR YOUR BUSINESS!

RECOMMENDED FOR PAYMENT:

*Rick Schuppeler* 11/10/23

## Schappacher Engineering LLC

PO Box 21256  
 Bradenton, FL 34204  
 941-251-7613

**Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 8/10/2023 | 2505      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |  | Terms          | Project                     |          |
|---|--|----------------|-----------------------------|----------|
|   |  | Due on receipt | HH South CDD Engineering... |          |
| Serviced  | Description  | Quantity       | Rate                        | Amount   |
| 7/3/2023  | Discussion with CDD chairperson regarding fence at Stoneybrook recreation center, pond 31 and flooding on River Heritage Isles. Coordinate site meeting with Marketplace engineer.   | 0.75           | 150.00                      | 112.50   |
| 7/5/2023  | Site review to obtain serial numbers from new radar signs, investigate recreation center fencing issues.   | 0.75           | 150.00                      | 112.50   |
| 7/6/2023  | Respond to CDD chairperson on speed bumps and humps, prepare justification of costs.   | 0.5            | 150.00                      | 75.00    |
| 7/7/2023  | Prep work for site meeting with Marketplace engineer and contractor/developer to discuss flooding on River Heritage. Print out drawings, review SWFWMD files, print exhibits. Attend site meeting with Marketplace, MPOA and CDD representatives. Site review of pond 31 and Beacon Lake following the meeting. Conference call with Traffic Logix to activate new radar signs and review options for remote access to signs.  | 4              | 150.00                      | 600.00   |
| 7/8/2023  | Scan documents for new radar sign and remote access to files. Electronic filing of documents. Install spare batteries into new radar signs. Electronic filing of documents.  | 1              | 150.00                      | 150.00   |
| 7/11/2023   | Prep work for CDD meeting, review agenda items and print pertinent documents for board members. Coordinate with sign vendor for schedule. Review signed contract and coordinate signature with chairperson. Review deposit invoice and forward to Inframark for payment. Send follow up e-mail to Marketplace for Beacon Lake deficiencies. Research Manatee County Clerk files for Declaration of Covenants regarding maintenance responsibility, forward to CDD chairperson, attorney and manager. Coordinate with MPOA regarding flooding on River Heritage Blvd. and respond to management company. Research SWFWMD files for plan revision to stormwater system on River Heritage Blvd. Respond to chairperson on Interlocal Agreement. Attend CDD meeting and site review. | 8.5            | 150.00                      | 1,275.00 |
| 7/12/2023   | Review website for bank restoration options for pond 31. Discuss with contractors the repairs needed. Begin preparing bid packages for repairs.  | 1.25           | 150.00                      | 187.50   |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |  | <b>Total</b>   |                             |          |

Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 8/10/2023 | 2505      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |  | Terms          | Project                     |            |
|---|--|----------------|-----------------------------|------------|
|   |  | Due on receipt | HH South CDD Engineering... |            |
| Serviced  | Description  | Quantity       | Rate                        | Amount     |
| 7/13/2023   | Review MUTCD manual for ability to install traffic control devices, respond to CDD attorney and CDD chairperson. Prepare bid package for bank repairs.   | 3.5            | 150.00                      | 525.00     |
| 7/14/2023   | Coordinate with staff on revisions to maps for board members. Obtain signed contract from chairperson and prepare fully executed contract for signage repairs. Review striping invoice and send to Inframark for payment. Finalize bid package for pond 31 and send to vendors for bids. Prepare bid package for bank repairs at pond 31 and send to vendors for bids. | 3.75           | 150.00                      | 562.50     |
| 7/17/2023   | Redline Ownership Map and coordinate changes with staff. Download radar sign data. Coordinate with CDD attorney on address for SMH sign and review revised map.  | 2              | 150.00                      | 300.00     |
| 7/19/2023   | Coordinate and review copies of ownership maps for updates and follow up with staff. Have 24x36 copies made for board members. Follow up with Inframark on unpaid invoice from Rizzetta to vendor. Review files, plans and documents to determine sign ownership and easements.  | 1.5            | 150.00                      | 225.00     |
| 7/31/2023   | Jeffcoat prints and copies   | 1              | 159.43                      | 159.43     |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |  | <b>Total</b>   |                             | \$4,284.43 |

## Schappacher Engineering LLC

PO Box 21256  
 Bradenton, FL 34204  
 941-251-7613

**Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2023 | 2557      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |  | Terms          | Project                     |          |
|---|--|----------------|-----------------------------|----------|
|   |  | Due on receipt | HH South CDD Engineering... |          |
| Serviced  | Description  | Quantity       | Rate                        | Amount   |
| 10/2/2023   | Prep work for upcoming CDD meeting, review files and documents, print documents for meeting. Site reviews on Beacon Lake.  | 1.5            | 150.00                      | 225.00   |
| 10/3/2023   | Prep work for CDD meeting, site review prior to meeting then attend CDD meeting. Prepare photo summary exhibits and forward to all board members. Review questions from CDD board member prior to meeting and respond. Coordinate with sign vendor for updates on sign repairs, then site review to check on status of sign repairs.                         | 7              | 150.00                      | 1,050.00 |
| 10/4/2023   | Correspond with sign vendor and Marketplace for Beacon Lake updates. Send summary e-mail to board members. Prepare photo summary of sign deficiencies and forward to sign vendor. Review plats and highlight to show maintenance responsibility, send to CDD chairperson.  | 2.75           | 150.00                      | 412.50   |
| 10/4/2023   | Send master maps for signage bid package.  | 0.25           | 100.00                      | 25.00    |
| 10/6/2023   | Send summary e-mail from discussion with Marketplace for restoration work at Beacon Lake to all board members. Prepare revised bid packages for adding ADA ramp at rec center and send to vendors for bids. Coordinate with Mark Bruce for signs. Review files for maps and documents for exercising irrigation valves and coordinate with vendor for price. | 2.25           | 150.00                      | 337.50   |
| 10/9/2023   | Prepare maps for site review to determine radar sign locations on Golden Harbour. Coordinate with vendor for bank repairs at pond 31 and send notice to CDD members. Follow up with Mark Bruce for stop sign deficiencies.   | 0.75           | 150.00                      | 112.50   |
| 10/10/2023  | Site review to check on possible locations for radar signs on Golden Harbour. Prepare justification of costs.  | 0.5            | 150.00                      | 75.00    |
| 10/12/2023  | Respond to trip and fall incident. Site review of pond 31 bank repairs.  | 2              | 150.00                      | 300.00   |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |  | <b>Total</b>   |                             |          |

## Schappacher Engineering LLC

PO Box 21256  
 Bradenton, FL 34204  
 941-251-7613

**Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2023 | 2557      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |  | Terms          | Project                     |        |
|---|--|----------------|-----------------------------|--------|
|   |  | Due on receipt | HH South CDD Engineering... |        |
| Serviced  | Description  | Quantity       | Rate                        | Amount |
| 10/13/2023  | Review files and send signage deficiency map for Lighthouse Cove to CDD chairperson. Discussion with CDD chairperson about resident request to extend fence in Lighthouse Cove to fence along north side of Beacon Lake. Review files for fence proposal and lengths at recreation center. Check Google Maps for measurement and respond to CDD chairperson. Coordinate with vendor for speed hump repairs on Stone Harbour Loop. Follow up with Mark Bruce for painting of the speed humps. Prepare radar reports for Haven Harbour Way and Heritage Isles Way and send to all board members. Prepare map to relocate radar signs to Golden Harbour and forward to vendor for relocation. Download and log in photos from site review. Discuss trip and fall incident on sidewalks. | 5.75           | 150.00                      | 862.50 |
| 10/17/2023  | Review speed bump repair invoice. Coordinate with CDD manager regarding trip and fall incident. Follow up with CDD manager on meeting summaries. Review files and respond to CDD manager on roadway maintenance responsibilities, forward plans. Respond to board member and summarize radar reports.  | 1.5            | 150.00                      | 225.00 |
| 10/18/2023  | Follow up with Mark Bruce for golf cart stop signs. Discussion with CDD chairperson on outstanding items. Coordinate site visit to check on sidewalk deficiencies. Follow up with sign vendor for installation update.   | 1              | 150.00                      | 150.00 |
| 10/19/2023  | Respond to CDD attorney for the road portion on Heritage Green Way that FDOT has requested ownership   | 0.25           | 150.00                      | 37.50  |
| 10/20/2023  | Schedule meeting to review sidewalk deficiencies and trip & fall incident. Updates with CDD chairperson on bank erosion and fence.   | 0.75           | 150.00                      | 112.50 |
| 10/23/2023  | Respond to CDD chairperson on maintenance responsibility for storm water system in Stoneybrook. Follow up with sign vendor for delivery and installation of signs. Research files and send documents to CDD attorney on proposed plat language clarification. Site meeting to review trip and fall incident on sidewalk. Prepare photo summary of incident area. Review sidewalks in vicinity. Prepare bid package for sidewalk repairs and forward to vendors for bids.   | 3.5            | 150.00                      | 525.00 |
| 10/25/2023  | Prepare signage bid package, prepare maps, photo summary and bid form. Send bid package to vendors.  | 2.25           | 150.00                      | 337.50 |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |  | <b>Total</b>   |                             |        |

Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2023 | 2557      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |  | Terms          | Project                     |            |
|---|--|----------------|-----------------------------|------------|
|   |  | Due on receipt | HH South CDD Engineering... |            |
| Serviced  | Description  | Quantity       | Rate                        | Amount     |
| 10/26/2023  | Respond to bidder questions on signage repairs.  | 0.25           | 150.00                      | 37.50      |
| 10/27/2023  | Respond to CDD manager regarding pressure washing of curbs and sidewalks. Review files, forward maps and check on previous agreements. | 0.5            | 150.00                      | 75.00      |
| 10/27/2023  | Print CADD files to PDF  | 0.5            | 100.00                      | 50.00      |
| 10/30/2023  | Respond to CDD board supervisor Eric for roadway lighting and follow up with CDD manager.  | 0.25           | 150.00                      | 37.50      |
| 10/31/2023  | Discussion with CDD chairperson for items on upcoming agenda including signage, roadway ownership for maintenance and ADA curb ramp.   | 0.25           | 150.00                      | 37.50      |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |  | <b>Total</b>   |                             | \$5,025.00 |



# Fee Invoice

Corporate Trust



|                                  |                     |                 |   |
|----------------------------------|---------------------|-----------------|---|
| <b>Invoice Number</b><br>2235423 | <b>Billing Date</b> | <b>Due Date</b> | <b>Amount Due</b><br><b>\$7,000.00</b><br><i>Please mail or wire payment to:</i><br><b><u>Mailing Address:</u></b><br>Computershare Trust Company, N.A.<br>WF 8113<br>P.O. Box 1450<br>Minneapolis, MN 55485-8113<br><b><u>Wire Instructions:</u></b><br>ABA #: 121000248<br>DDA #: 1000031565<br>Swift Code: WFBIUS6S<br>Reference: Invoice #, Account Name, Attn Name<br><b><u>ACH Instructions:</u></b><br>ABA #: 091000019<br>DDA #: 1000031565<br>Memo: Invoice #, Account Name, Attn Name |
|                                  | 07/05/2023          | 08/04/2023      |   |

Heritage Harbour South Community Development  
Greg Cox  
3434 Colwell Avenue  
Suite 200  
Tampa, FL 33614

*Please return this portion of the statement with your payment in the envelope provided:*

*Please retain this portion for your records*

Account Number: 46553300  
Heritage Harbour South 2013

Administration Charges

|  |            |                   |
|--|------------|-------------------|
| For the Period 07/19/2023 through 07/18/2024 |            |                   |
| Trustee Fee                                  | A-1 Series | \$3,500.00        |
| For the Period 07/19/2023 through 07/18/2024 |            |                   |
| Trustee Fee                                  | A-2 Series | \$3,500.00        |
| <b>Total Amount Due:</b>                     |            | <b>\$7,000.00</b> |

*This document is provided by Computershare Trust Company, NA, or one or more of its affiliates (collectively, "Computershare"), in its named capacity or as agent of or successor to Wells Fargo Bank, NA, or one or more of its affiliates ("Wells Fargo"), by virtue of the acquisition by Computershare of substantially all the assets of the corporate trust services business of Wells Fargo.*

*Billings past due are subject to an 18% annual finance charge of the balance due.*



# INVOICE

|                         |   |
|-------------------------|---|
| <b>Customer</b>         | Heritage Harbour South Community Development District |
| <b>Acct #</b>           | 599   |
| <b>Date</b>             | 09/27/2023  |
| <b>Customer Service</b> | Kristina Rudez  |
| <b>Page</b>             | 1 of 1  |

Heritage Harbour South Community Development District  
c/o Inframark  
313 Campus Street  
Celebration, FL 34747

| Payment Information    |               |
|------------------------|---------------|
| <b>Invoice Summary</b> | \$ 34,825.00  |
| <b>Payment Amount</b>  |               |
| <b>Payment for:</b>    | Invoice#20286 |
| 100123619              |               |

Thank You

Please detach and return with payment



Customer: Heritage Harbour South Community Development District

| Invoice | Effective  | Transaction  | Description  | Amount    |
|---------|------------|--------------|--|-----------|
| 20286   | 10/01/2023 | Renew policy | Policy #100123619 10/01/2023-10/01/2024<br>Florida Insurance Alliance<br><br>Package - Renew policy<br>Due Date: 9/27/2023 | 34,825.00 |

**Total**

\$ 34,825.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

**Remit Payment To: Egis Insurance Advisors**

P.O. Box 748555  
Atlanta, GA 30374-8555

(321)233-9939

sclimer@egisadvisors.com

**Date**

09/27/2023



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**BILL TO**

Heritage Harbour South Community  
Development  
313 Campus St  
Celebration FL 34747-4982  
United States

**INVOICE#**

#104889

**CUSTOMER ID**

C4958

**PO#**

**DATE**

11/21/2023

**NET TERMS**

Net 30

**DUE DATE**

12/21/2023

Services provided for the Month of: November 2023

| DESCRIPTION   | QTY | UOM | RATE     | MARKUP | AMOUNT          |
|---|-----|-----|----------|--------|-----------------|
| Management Services for the Month of: November 2023 |     |     |          |        |                 |
| Administrative Fees                                 | 1   | Ea  | 4,550.00 |        | 4,550.00        |
| <b>Subtotal</b>                                     |     |     |          |        | <b>4,550.00</b> |

|                  |            |
|------------------|------------|
| <b>Subtotal</b>  | \$4,550.00 |
| <b>Tax</b>       | \$0.00     |
| <b>Total Due</b> | \$4,550.00 |

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

---

|                |                               |
|----------------|-------------------------------|
| District Name: | <u>Heritage Harbour South</u> |
|----------------|-------------------------------|

|                     |                         |
|---------------------|-------------------------|
| Board Meeting Date: | <u>November 7, 2023</u> |
|---------------------|-------------------------|

| Name | In Attendance<br>Please X | Paid |
|------|---------------------------|------|
|------|---------------------------|------|

|   |               |   |          |
|---|---------------|---|----------|
| 5 | Eric Hallberg | X | \$200.00 |
|---|---------------|---|----------|

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

  
District Manager Signature

11/8/2023  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE \*\***



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

# INVOICE

**INVOICE#**

#105049

**DATE**

11/22/2023

**CUSTOMER ID**

C4958

**NET TERMS**

Net 30

**PO#****DUE DATE**

12/22/2023

**BILL TO**

Heritage Harbour South Community  
Development  
313 Campus St  
Celebration FL 34747-4982  
United States

Services provided for the Month of: October 2023

| DESCRIPTION                                     | QTY | UOM | RATE | MARKUP | AMOUNT      |
|---|-----|-----|------|--------|-------------|
| Variable Charges for the Month of: October 2023 |     |     |      |        |             |
| Postage   | 1   | Ea  | 3.78 |        | 3.78        |
| <b>Subtotal</b>                                 |     |     |      |        | <b>3.78</b> |

|                 |        |
|-----------------|--------|
| <b>Subtotal</b> | \$3.78 |
|-----------------|--------|

|            |        |
|------------|--------|
| <b>Tax</b> | \$0.00 |
|------------|--------|

|                  |        |
|------------------|--------|
| <b>Total Due</b> | \$3.78 |
|------------------|--------|

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

*To pay via ACH or Wire, please refer to our banking information below:*

*Account Name: INFRAMARK, LLC*

*ACH - Bank Routing Number: 111000614 / Account Number: 912593196*

*Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice Number on your form of payment.*



# INVOICE

2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**INVOICE#**

#105441

**DATE**

11/29/2023

**CUSTOMER ID**

C4958

**NET TERMS**

Net 30

**PO#****DUE DATE**

12/29/2023

**BILL TO**

Heritage Harbour South Community  
Development  
313 Campus St  
Celebration FL 34747-4982  
United States

Services provided for the Month of: November 2023

| DESCRIPTION                                      | QTY | UOM | RATE | MARKUP | AMOUNT      |
|--|-----|-----|------|--------|-------------|
| Variable Charges for the Month of: November 2023 |     |     |      |        |             |
| Postage  | 1   | Ea  | 3.78 |        | 3.78        |
| <b>Subtotal</b>                                  |     |     |      |        | <b>3.78</b> |

|                 |        |
|-----------------|--------|
| <b>Subtotal</b> | \$3.78 |
|-----------------|--------|

|            |        |
|------------|--------|
| <b>Tax</b> | \$0.00 |
|------------|--------|

|                  |        |
|------------------|--------|
| <b>Total Due</b> | \$3.78 |
|------------------|--------|

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

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*Please include the Customer ID and the Invoice Number on your form of payment.*

# Attendance Confirmation

for  
Board of Supervisors

---

District Name: Heritage Harbour South CDD

Board Meeting Date: December 5, 2023

| Name | In Attendance<br>Please X | Paid |
|------|---------------------------|------|
|------|---------------------------|------|

|   |               |   |          |
|---|---------------|---|----------|
| 5 | Eric Hallberg | X | \$200.00 |
|---|---------------|---|----------|

Kristee Cole  
District Manager Signature

12/6/2023  
Date

# INVOICE

Invoice # 4437  
Date: 12/04/2023  
Due On: 01/04/2024

Heritage Harbour South Community Development District  
inframark@avidbill.com

## Statement of Account

| Outstanding Balance | New Charges  | Payments Received | Total Amount Outstanding   |
|---------------------|--------------|-------------------|--|
| ( \$0.00            | + \$4,630.50 | ) - ( \$0.00      | ) = <span style="border: 1px solid black; padding: 2px;">\$4,630.50</span> |

## HHSOUTH

### Heritage Harbour South Community Development District

| Type    | Attorney | Date       | Notes   | Quantity | Rate     | Total      |
|---------|----------|------------|---|----------|----------|------------|
| Service | AHC      | 11/01/2023 | Review historical records re: Master maintenance of Central Park and related amenities.   | 0.50     | \$294.00 | \$147.00   |
| Service | AHC      | 11/02/2023 | Review Central Park Maintenance Agreement. Review historical documents regarding plats and maintenance responsibilities. Continued review of agenda package for 11/7 CDD meeting.   | 1.75     | \$294.00 | \$514.50   |
| Service | AHC      | 11/06/2023 | Continued review of agenda package and preparation for 11/7 CDD meeting.  | 1.00     | \$294.00 | \$294.00   |
| Service | AHC      | 11/07/2023 | Tele-conv. with Chairman re: pending items for CDD meeting. Review Master HOA maintenance agreement re: roadway maintenance. Final preparation for CDD meeting and attend meeting.  | 3.75     | \$294.00 | \$1,102.50 |
| Service | AHC      | 11/08/2023 | Follow-up on action items from 11/7 CDD meeting. Prepare Resolution re: records retention and e-mail to District management for next CDD agenda. Tele-conv. with Chairman re: pending items from 11/7 meeting. Prepare draft contract for ASAP fence and exchange e-mails with Chair. | 1.75     | \$294.00 | \$514.50   |
| Service | AHC      | 11/13/2023 | Exchange e-mails and tele-conv. with Supervisor Neville re: fence contract.   | 0.50     | \$294.00 | \$147.00   |



|         |     |            |   |                 |          |                   |
|---------|-----|------------|---|-----------------|----------|-------------------|
| Service | AHC | 11/14/2023 | Continued e-mail exchange re: fence contract and brief tele-conv. with Chairman re: Master Assoc. issues.   | 0.25            | \$294.00 | \$73.50           |
| Service | AHC | 11/15/2023 | Exchange e-mails with Chair and engineer re: potential conveyance of roadway segments to Marketplace CDD.   | 0.25            | \$294.00 | \$73.50           |
| Service | AHC | 11/16/2023 | E-mail Jim Ward re: potential conveyance of roadway segments to Marketplace CDD, copy to Chairman, engineer, and District Manager.  | 0.25            | \$294.00 | \$73.50           |
| Service | AHC | 11/17/2023 | Review and respond to e-mail re: drainage modification request.   | 0.25            | \$294.00 | \$73.50           |
| Service | DPL | 11/20/2023 | 720.3055: 3RD PARTY STANDING: reviewed case law and communication to AC.  | 1.00            | \$294.00 | \$294.00          |
| Service | AHC | 11/21/2023 | Review executed Sheriff's Agreement and provide comments.   | 0.25            | \$294.00 | \$73.50           |
| Service | AHC | 11/28/2023 | Follow-up e-mail to Jim Ward and tele-conv. with Jim Ward to discuss potential property conveyance. Review Master Association management agreements and prepare draft correspondence to ICON. Initial review of December CDD meeting agenda package.                                  | 1.75            | \$294.00 | \$514.50          |
| Service | AHC | 11/29/2023 | Tele-conv. with Chair re: Master Association issues and Marketplace property conveyance. Revise draft letter to ICON and e-mail to Chair for review/comment.  | 1.00            | \$294.00 | \$294.00          |
| Service | AHC | 11/30/2023 | Review Master Association Maintenance Agreement and Central Park Agreement. Exchange multiple e-mails with Chair and Engineer re: responsibility for Beacon Lake areas. Tele-conv. with Chair. Review and reply to e-mails from District Manager re: State form for registered agent. | 1.50            | \$294.00 | \$441.00          |
|         |     |            |   | <b>Subtotal</b> |          | <b>\$4,630.50</b> |
|         |     |            |   | <b>Total</b>    |          | <b>\$4,630.50</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number | Due On     | Amount Due | Payments Received        | Balance Due |
|----------------|------------|------------|--------------------------|-------------|
| 4437           | 01/04/2024 | \$4,630.50 | \$0.00                   | \$4,630.50  |
|                |            |            | Outstanding Balance      | \$4,630.50  |
|                |            |            | Total Amount Outstanding | \$4,630.50  |

*Please make all amounts payable to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A. and remit to 6853 ENERGY COURT, LAKEWOOD RANCH, FL 34240.*

*For any inquiries, please contact us at 941-306-4730. Payment is due 30 days from receipt of this invoice. Thank you.*

LLS Tax Solutions Inc.  
2172 W Nine Mile Rd., #352  
Pensacola, FL 32534  
850-754-0311  
liscott@llstax.com



## INVOICE

### BILL TO

Heritage Harbour South  
Community Development  
District  
c/o Inframark  
Infrastructure  
Management Services  
210 N. University Dr.,  
Suite 702  
Coral Springs, FL 33071

INVOICE # 003224

DATE 12/07/2023

DUE DATE 01/06/2024

TERMS Net 30

| DESCRIPTION  | AMOUNT   |
|--|----------|
| Total Billing for Arbitrage Services in connection with the Heritage Harbour South Community Development District \$5,915,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-1 (Senior Lien) and \$665,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-2 (Subordinate Lien) – Rebatable Arbitrage Calculation for the period ended July 18, 2023. | 600.00   |
| <hr/>  |          |
| BALANCE DUE  | \$600.00 |

Thank You For Your Business


Premier Pressure Cleaning LLC  
P.O Box 7222  
Ft. Myers, FL 33919  
(239) 410-2923

# Invoice

| Date       | Invoice # |
|------------|-----------|
| 11/21/2023 | 5137      |

| Bill To   |
|---|
| Heritage Harbour South CDD<br>c/o Inframark<br>313 Campus Street<br>Celebration, FL 34747 |

| P.O. No. | Terms             |
|----------|-------------------|
|          | Due on Completion |

| Quantity  | Description                                    | Rate         | Amount      |
|---|--|--------------|-------------|
|   | Lighthouse Cove & Stoneybrook                  |              |             |
|   | Pressure Clean Curbing - 114,048 LF            | 13,685.76    | 13,685.76   |
|   | Pressure Clean Sidewalk - 13,205 LF of 5' wide | 3,961.50     | 3,961.50    |
|   | Pressure Clean Sidewalk - 2,575 LF of 8' wide  | 1,236.00     | 1,236.00    |
|   | Water & Hydrant Meter Fee                      | 350.00       | 350.00      |
|   | 10 % Discount                                  | -1,923.33    | -1,923.33   |
| RECOMMENDED FOR PAYMENT:  |  |              |             |
|  12/4/23 |  |              |             |
| Thank you for your business.  |  | <b>Total</b> | \$17,309.93 |

## Schappacher Engineering LLC

PO Box 21256  
 Bradenton, FL 34204  
 941-251-7613

**Invoice**

| Date      | Invoice # |
|-----------|-----------|
| 12/5/2023 | 2574      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |  | Terms          | Project                     |        |
|---|--|----------------|-----------------------------|--------|
|   |  | Due on receipt | HH South CDD Engineering... |        |
| Serviced  | Description  | Quantity       | Rate                        | Amount |
| 11/1/2023   | Follow up with vendors regarding ADA ramp, sign installation and radar sign relocation, price to exercise irrigation valves. Check maintenance responsibility language on plats. Prepare document for CDD attorney regarding FDOT taking of right-of-way on Heritage Green Way.            | 1              | 150.00                      | 150.00 |
| 11/7/2023   | Prep work for CDD meeting, review agenda items, print pertinent documents. Follow up with vendors for sidewalk repairs, signage repairs, irrigation maintenance, relocation of radar signs, pressure washing of curbs and sidewalks. Site review prior to meeting then attend CDD meeting. | 6              | 150.00                      | 900.00 |
| 11/8/2023   | Revise contract for pressure washing of curbs and sidewalks. Updates with vendor, forward contract for signature.  | 0.75           | 150.00                      | 112.50 |
| 11/9/2023   | Site review to check on signs. Send bid reminders to vendors. Send sidewalk bid packages to Inframark for bids.  | 1              | 150.00                      | 150.00 |
| 11/10/2023  | Review signage bids and prepare bid tabulation form, forward to district manager for next agenda package. Review invoice for relocating radar signs and send to district manager for payment.  | 0.75           | 150.00                      | 112.50 |
| 11/14/2023  | Coordinate with pressure washing vendor.   | 0.25           | 150.00                      | 37.50  |
| 11/15/2023  | Prepare maps of possible roadways to transfer to Marketplace, forward to CDD chairperson and CDD attorney. Coordinate with landscaper regarding proposal for roadway buffer plantings along Stone Harbour Loop. Follow up with pressure washing vendor for signed contract.                | 1.75           | 150.00                      | 262.50 |
| 11/16/2023  | Respond to CDD manager on parcel 24 ownership request information for SWFWMD permit application. Research files and send appropriate documents.  | 0.5            | 150.00                      | 75.00  |
| 11/17/2023  | Obtain signed contract from pressure washing vendor and forward to CDD chairperson for signature. Prepare final executed contract and send to all parties.   | 0.5            | 150.00                      | 75.00  |
| 11/27/2023  | Coordinate with CDD manager and forward documents for sound barrier along Stone Harbour Loop, respond to CDD manager for pressure washing of curbs and sidewalks.  | 0.5            | 150.00                      | 75.00  |
| 11/28/2023  | Respond to CDD chairperson regarding sidewalk flumes.  | 0.25           | 150.00                      | 37.50  |
| 11/29/2023  | Coordinate with pressure washing vendor for missed locations.  | 0.25           | 150.00                      | 37.50  |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |  | <b>Total</b>   |                             |        |

Schappacher Engineering LLC

PO Box 21256  
Bradenton, FL 34204  
941-251-7613

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 12/5/2023 | 2574      |

| Bill To  |
|--|
| Heritage Harbour South CDD<br>C/O Inframark<br>210 N. University Drive, Suite 702<br>Coral Springs, FL 33071 |

|   |   | Terms          | Project                     |            |
|---|---|----------------|-----------------------------|------------|
|   |   | Due on receipt | HH South CDD Engineering... |            |
| Serviced  | Description   | Quantity       | Rate                        | Amount     |
| 11/30/2023  | Review e-mail on maintenance responsibility of Central Park paths from CDD chairperson. Review files and respond to CDD chairperson and CDD attorney. | 0.5            | 150.00                      | 75.00      |
| Please make checks payable to Schappacher Engineering<br>Thank you for your business! |   | <b>Total</b>   |                             | \$2,100.00 |

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

---

District Name: Heritage Harbour South

Board Meeting Date: November 7, 2023

| Name | In Attendance<br>Please X | Paid |
|------|---------------------------|------|
|------|---------------------------|------|

|   |               |   |          |
|---|---------------|---|----------|
| 4 | Darnell Bacon | X | \$200.00 |
|---|---------------|---|----------|

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

  
District Manager Signature

11/8/2023  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE \*\***

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

---

District Name: Heritage Harbour South

Board Meeting Date: November 7, 2023

| Name              | In Attendance<br>Please X | Paid     |
|-------------------|---------------------------|----------|
| 2 Michael Neville | X                         | \$200.00 |

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

  
District Manager Signature

11/8/2023  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE \*\***



**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

---

District Name: Heritage Harbour South

Board Meeting Date: November 7, 2023

|   | Name           | In Attendance<br>Please X | Paid     |
|---|----------------|---------------------------|----------|
| 1 | Philip Frankel | X                         | \$200.00 |

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

  
District Manager Signature

11/8/2023  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE \*\***

# Attendance Confirmation

for  
Board of Supervisors

---

District Name: Heritage Harbour South CDD

Board Meeting Date: December 5, 2023

| Name | In Attendance<br>Please X | Paid |
|------|---------------------------|------|
|------|---------------------------|------|

|   |               |   |          |
|---|---------------|---|----------|
| 4 | Darnell Bacon | X | \$200.00 |
|---|---------------|---|----------|

*Kristee Cole*  
District Manager Signature

12/6/2023  
Date

# Attendance Confirmation

for  
Board of Supervisors

---

District Name: Heritage Harbour South CDD

Board Meeting Date: December 5, 2023

| Name | In Attendance<br>Please X | Paid |
|------|---------------------------|------|
|------|---------------------------|------|

|   |              |   |          |
|---|--------------|---|----------|
| 3 | Mike Neville | X | \$200.00 |
|---|--------------|---|----------|

*Kristee Cole*  
District Manager Signature

12/6/2023  
Date

# Attendance Confirmation

for  
Board of Supervisors

---

|                |                            |
|----------------|----------------------------|
| District Name: | Heritage Harbour South CDD |
|----------------|----------------------------|

|                     |                  |
|---------------------|------------------|
| Board Meeting Date: | December 5, 2023 |
|---------------------|------------------|

---

|   | Name           | In Attendance<br>Please X | Paid     |
|---|----------------|---------------------------|----------|
| 1 | Philip Frankel | X                         | \$200.00 |

# **District Management Property Walk with ICON**

**Heritage Harbour South CDD**

**Monday, December 18, 2023, at 11:00 a.m.**

**Prepared for the Board of Supervisors**



### **Pond 23 (Haven Harbour Way)**

Dead fish spotted.



### **Bridgewater Court (Conservation Area)**

The weeds and grass need trimming.



#### **Pond 42 (Bridgewater Ct)**

The pond has weeds and trash.



#### **Pond 24 (Haven Harbour Way)**

Large weeds that need attention.

Reference: Behind houses 8215- 8323





### Haven Harbour Way (8323)

The Tree branches need attention.

(Spanish Moss and low branches)



### Pond 39 (New Briton Ct)

The pond needs attention, the hydrilla is growing.

Reference: Behind houses 105-104





#### **Pond 43 (New Briton Ct)**

It appears that weeds were sprayed before, but some areas need attention.

Reference: Behind Houses 121-133



#### **Pond 26 (Heritage Isle Way)**

The pond bed has tall weeds that need to be trimmed.

Reference: Behind houses 214-218



### Conservation Area (Camden Harbour Dr)

A hazardous tree is leaning from the Conservation area

Reference: House 7668



### Pond 2 (Stone Harbour Loop)

Pond has trash and the bank needs attention. Tall invasive plants and some areas are missing sod.





### Stone Harbour Loop (Median)

The palm trees throughout the median have dried leaves and need attention.



### River Heritage Blvd. (Median)

The grass is burned, and the irrigation system needs to be inspected.

Reference: Near the entrance from FL-64.



**Port Harbour Parkway  
(Heritage Harbour Community)**

The bushes are burned and have Spanish moss in some spots throughout Port Harbour.



**Soccer Field Parking Lot**

The bushes are dried in some spots throughout the parking lot.





### Soccer Field Parking Lot

The viburnum is dying.



### Soccer Field Parking Lot

The viburnum is dying.



### Soccer Field Area

Deep hole near grate needs to be maintained. Edge/fill hole.





### Soccer Field

Chain needs to be removed.



### Soccer Field

The box needs to be securely shut.





### Soccer Field

Pole laying in the soccer field.



### Soccer Field

Soft spot in the ground.





### Soccer Field Parking Lot

Parking lot needs to be re-stripped.







### Soccer Field Restrooms - Box

The box structure needs pressure washing and painting.



### Soccer Field Restrooms

The roof-vented soffit needs to be repaired.



### Soccer Field Restrooms

The floor is cracked, and the bench is broken.



### Soccer Field Restrooms

The lamps marked are not working and all lamps need covers installed.



### Soccer Field Restrooms

The door needs new paint.



### Soccer Field Restrooms

There is rust in the door frame and it needs to be painted.

Reference: women's restroom.





### **Soccer Field Restrooms**

Valve needs attention.



### **Soccer Field Restrooms**

Door handle needs to be repaired.



### Soccer Field Restrooms

The floor and the whole structure of the restroom need to be painted.

Reference: In the men's and women's restroom.



### Soccer Field Restrooms

Soap dispensers are broken and need to be replaced.

Reference: In the men's and women's restroom.

Quantity: 4



### Soccer Field Restrooms

The hand guard is full of rust and needs to be replaced.

Reference: In the men's and women's restroom.

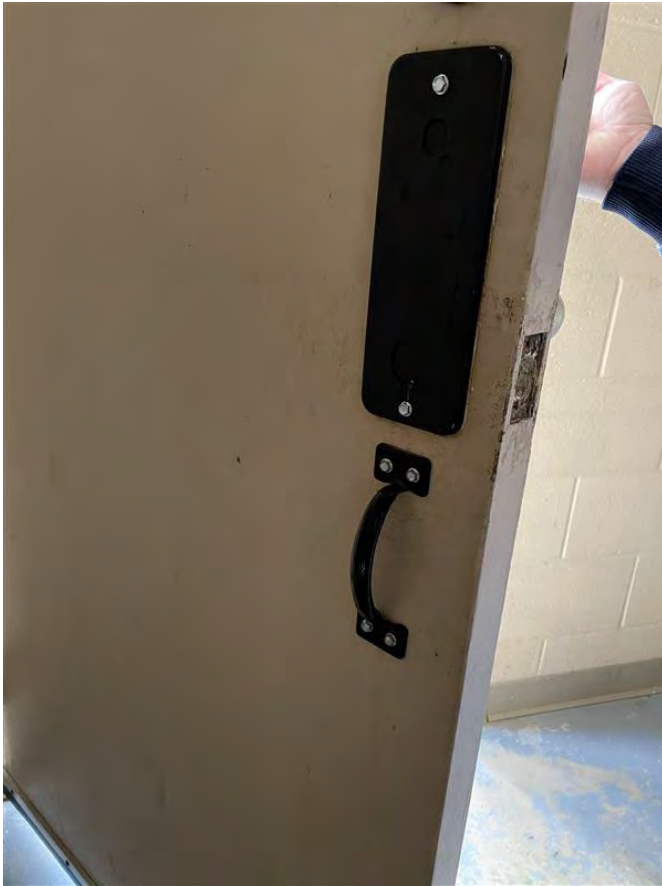
Items needed: 2



### Soccer Field Restrooms

The handrail needs to be replaced.





### Soccer Field Restrooms

The door handle is broken and needs to be repaired.



### Soccer Field Restrooms

The vent grill is full of rust and needs to be replaced.

Reference: In the men's and women's restroom.

Quantity: 2



### Park Pavilion (Gazebo)

The lights need to have covers installed.



### Park Pavilion (Gazebo)

The floor has cracks.



### Issue

Assigned To Assigned to field team.

The pavilion needs to be cleaned as there are stains and debris on the ceiling and columns.





### Pavilion Park (Gazebo)

The gazebo structure needs soft washing and new paint.



### Issue

Assigned To Assign vendor

The electrical box is rusted and needs its cover replaced to prevent safety issues or power outages.



### Boardwalk (Pond, Park Pavilion)

The boardwalk wood rails need to be pressure washed.



### Boardwalk

The decking needs to be pressure washed due to birds dropping throughout the boardwalk.



There is debris alongside the banks at the park by the pier.





### Baseball Field

The invasive flowers in the middle of the field need to be sprayed or removed.



### Baseball Field

The poles need new paint.



### Baseball Field

Dirt needs to be removed.





### Baseball Field

Pole is leaning and needs to be fixed.



### Baseball Field

The dugout entrance sidewalk is sinking and needs to be addressed.





### Baseball Field

The sign needs to be repaired.



### Baseball Field

The fence needs to be repaired.





### Baseball Field

The fence needs to be repaired.



### Baseball Field

The fence needs to be repaired.







### Baseball Field

The fence needs to be tied back on.



### Baseball Field

The shades need to be adjusted throughout.



### Baseball Field Structure

The roof-vented soffit needs to be repaired. The whole kiosk needs new paint, and the lamp frames have rust and dirty covers.



### Baseball Field Structure

The shade needs to be repaired or replaced. Some broken areas need to be tied.





### Lighthouse & Disc Golf Park Parking Lot

Leaning poles need to be repaired and a sign replaced. (Looks blurry)



### Disc Golf Park

The moss needs to be removed.



### Disc Golf Park

Fire ants needs to be treated.



### Gazebo

The Gazebo at the Disc Golf Park is in need of roof repairs.



Severe wood rot on the Gazebo at the Disc Golf Park.

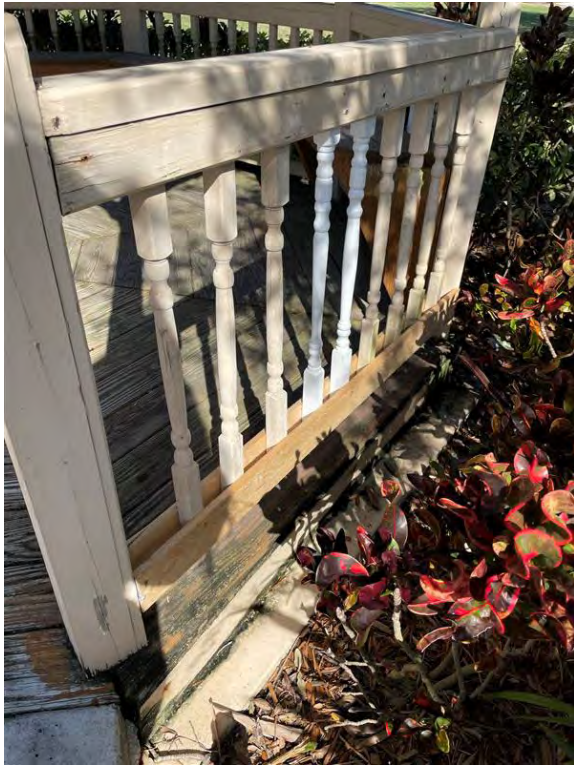




Both Gazebos need pressure washing.  
Both have green algae and new paint.







Flower bed needs to be filled.



Please remove landscaping debris after every service.





Consider pressure washing the walkway.



Keep storm drain outflow structures clear of vegetation.



### Lighthouse Area

The ant nest needs to be sprayed.



### Lighthouse Structure

The lighthouse needs to be pressure washed and painted.



### Lighthouse Garden

All the light poles need paint.





### Lighthouse Area

Trench solution for drainage by the lighthouse.







### Lighthouse Entrance

A proposal was suggested for replacing the cracked sidewalk panels and grinding in some areas.



### Stone Harbour Loop

All pole signs on the main Street medians and sides need to be painted.





### Heritage Harbour Bridge

The whole bridge structure needs new paint.



There is a sycamore branch hanging over the dumpster at the park.



Debris needs to be removed.



Several Viburnums need attention through the BLVD.



Variegated ginger needs to be cleaned up.



Please remove landscaping debris after every service.





Need to clear walkway.



Drain structures need edging.



There are six pillars that require repairs



Nine anchors are missing and need to be replaced.



There are currently 15 missing spikes that need to be replaced.



Needs pressure washing.





Uneven ground. Needs mulch.



Cracked sidewalks need to be repaired.





### Playground

The swing set needs mulch for ADA compliance.



### Playground

The playground structure needs to be replaced.





### Playground

The playground structure needs to be replaced.











Bench needs to be repainted.









Picnic table needs to be replaced.







### Heritage Harbour Bridge

The sign needs to be replaced.





### Trash Cans

The trash can is leaning and needs to be repaired.



The trash can lid needs paint.





The metal structures that the trash cans are sitting on need to be removed.









## **RESOLUTION 2024-04**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Heritage Harbour South Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** Andrew H. Cohen is hereby designated as the Registered Agent for the Heritage Harbour South Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at 6853 Energy Court, Lakewood Ranch, FL 34240.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Manatee County and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall amend and supersede any prior Resolutions in conflict therewith and become effective immediately upon adoption.

**PASSED AND ADOPTED** this 6th day of February, 2024.

**ATTEST:**

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair of the Board of Supervisors

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 09/30/2023**

The Board hereby assigns the FY 2023 Reserves as follows:

**General Fund**

|                   |          |
|-------------------|----------|
| Operating Reserve | \$73,100 |
|-------------------|----------|

**Reserve Fund**

|                         |          |
|-------------------------|----------|
| Capital Reserve         | \$65,000 |
| Reserve-Disaster Relief | \$25,000 |



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

November 14, 2023

Heritage Harbour South Community Development District  
Inframark Infrastructure Management Services  
210 N University Drive, Suite 702  
Coral Springs, FL 33071

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Heritage Harbour South Community Development District, (the “District”), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2023, and thereafter if mutually agreed upon by Heritage Harbour South Community Development District and Berger, Toombs, Elam, Gaines and Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA





Heritage Harbour South Community Development District

November 14, 2023

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- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



Heritage Harbour South Community Development District  
November 14, 2023  
Page 3

## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Heritage Harbour South Community Development District

November 14, 2023

Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of Heritage Harbour South Community Development District's financial statements. Our report will be addressed to the Board of Heritage Harbour South Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Heritage Harbour South Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark Accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



Heritage Harbour South Community Development District  
November 14, 2023  
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$3,405, unless the scope of the engagement is changed, the assistance which of Heritage Harbour South Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Heritage Harbour South Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Heritage Harbour South Community Development District, of Heritage Harbour South Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.





Heritage Harbour South Community Development District  
November 14, 2023  
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### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Heritage Harbour South Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Heritage Harbour South Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Heritage Harbour South Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Heritage Harbour South Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Heritage Harbour South Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Heritage Harbour South Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Heritage Harbour South Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Heritage Harbour South Community Development District

November 14, 2023

Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK

J. W. Gaines, CPA

Confirmed on behalf of the addressee:

---

---



6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

## Report on the Firm's System of Quality Control

To the Partners of  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER\_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
(DATED NOVEMBER 14, 2023)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.



**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

**E-VERIFY REQUIREMENTS.** Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**Auditor: J.W. Gaines**

**District: Heritage Harbour South  
CDD**

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



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

**Title: Director**

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

**Date: November 14, 2023**

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

**CLARIFICATION AND AMENDMENT TO  
HERITAGE HARBOUR IRRIGATION WATER AGREEMENT**

This CLARIFICATION AND AMENDMENT ("Amendment") is made and entered into this 7 day of April, 2011 by and among **AQUATERRA UTILITIES, INC.**, a Florida corporation ("Aquaterra"); **LENNAR HOMES, LLC**, a Florida limited liability company, as successor to Harbourvest, LLC ("Lennar"), and **HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose government ("CDD") (Aquaterra, Lennar, and CDD are hereinafter sometimes collectively referred to as the "Parties").

**WHEREAS**, the Parties previously entered into various Irrigation Water Agreements ("Agreements"), which Agreements are listed on attached Exhibit "A" to this Amendment; and

**WHEREAS**, Aquaterra has entered into other irrigation water agreements that pertain to various properties throughout the Heritage Harbour Community; and

**WHEREAS**, certain ambiguities have arisen in the Agreements that relate to the execution of the Agreement, certain rights and obligations between the various properties in Heritage Harbour and to the other irrigation water agreements; and

**WHEREAS**, the Parties desire to enter into this Clarification and Amendment to clarify certain terms within the Agreement to set forth various rights and obligations of the Parties.

**NOW THEREFORE**, in consideration of the promise of mutual covenants herein contained, the parties agree as follows:

1. The above recitals are true and correct and hereby incorporated into this Agreement.
2. The Agreements are hereby ratified and confirmed in its entirety by the Parties, except as modified by this Amendment.
3. The Agreement is hereby clarified and amendment to provide that Aquaterra desires to use and the CDD desires to permit Aquaterra to use the irrigation water system owned by the CDD to supply irrigation water to the Heritage Harbour Master Association, Inc. or any other homeowner or condominium association that is a party to any of the agreements listed on attached Exhibit "A". Additionally, Aquaterra desires to use and the CDD desires to permit Aquaterra to use the irrigation water system owned by the CDD to supply irrigation water to other areas or communities that are outside the boundaries of the CDD, including but not limited to, those communities commonly known as Heritage Harbour North, Heritage Harbour Marketplace and Heritage Harbour East.

The CDD and Aquaterra shall retain ownership of their respective irrigation water facilities and each shall pay the costs of owning, operating, maintaining, expanding, reviewing, replacing, designing and permitting, and construction of their respective irrigation water facilities. However, in the event that the CDD shall fail to maintain its irrigation water facilities in a manner that impedes or impairs Aquaterra's ability to provide irrigation water to any of its customers,

Aquaterra shall have the right to provide such maintenance or make any necessary repairs, the cost of which shall be borne by CDD.

4. The Agreement is further amended to provide that the Agreement, as modified herein, shall be in full force and effect until April 7, 2021.
5. This Clarification and Amendment shall not be recorded in the Public Records.
6. In the event of any conflict between the terms of this Clarification and Amendment and the Agreement, the terms of this Clarification and Amendment shall govern. All terms and provisions in the Agreement not specifically hereby amended, including the remaining language in any sections of the Agreement modified by this Clarification and Amendment shall remain in full force and effect.
7. Upon written request, Aquaterra agrees to make available to the CDD any information in the actual possession of Aquaterra that relates to market data of usage rates in Manatee County.
8. Except as set forth in this Clarification and Amendment Agreement, any of the provisions in the 2002 Agreement listed in Exhibit "B" attached hereto and incorporated herein, that directly relate to any duties, rights, authorities, powers or requirements of the Heritage Harbour South CDD in any of the Irrigation Water Agreements entered into heretofore by two or more of the Parties are no longer in effect by virtue of this Clarification and Amendment Agreement. However, this section shall not impact any other provisions that relate to any duties, rights authorities, powers or requirements of Aquaterra or any other parties under any of the Irrigation Water Agreements.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed on the day and year first written.

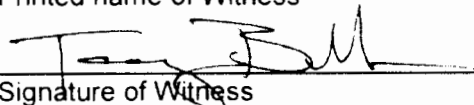
**WITNESSES:**

**AQUATERRA UTILITIES, INC.,**  
a Florida corporation

  
Signature of Witness

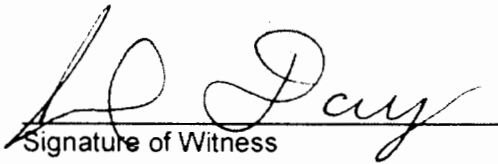
By: \_\_\_\_\_  
Printed name: DAZIN McWURRAY

Jamaal Day  
Printed name of Witness

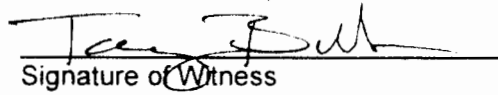
  
Signature of Witness

TONY BURDET  
Printed name of Witness



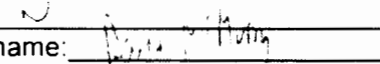
  
Signature of Witness

Jamaal Day  
Printed name of Witness

  
Signature of Witness

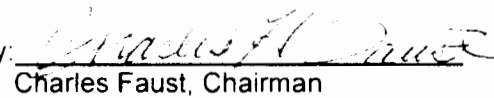
TONY BURDETT  
Printed name of Witness

**LENNAR HOMES, INC.**, a Florida limited liability company

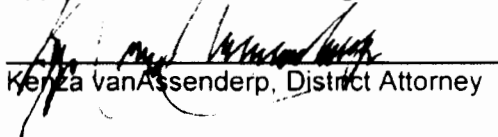
By:   
Printed name: Charles Faust

**HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**, a  
Special purpose government

  
James P. Ward, Secretary

By:   
Charles Faust, Chairman

Approved as to form and legal sufficiency:

  
Kerza vanAssenderp, District Attorney

## EXHIBIT "A"

**HERITAGE HARBOUR  
IRRIGATION WATER AGREEMENT**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of June 2002 by and among **AQUATERRA UTILITIES, INC.**, a Florida corporation ("Aquaterra"), **HARBOURVEST, L.L.C.** a Florida limited liability company ("Developer"), **HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose government (the "CDD"), and **HERITAGE HARBOUR MASTER ASSOCIATION, INC.**, a Florida corporation not for profit (the "Association").

**RECITALS:**

A. The Various Neighborhoods will be part of a larger community known as Heritage Harbour, which Developer intends to develop for residential, recreational, commercial, and other uses and purposes.

B. Developer has recorded in the Public Records of Manatee County, Florida, in Official Records Book 1753, page 6520, as re-recorded in Official Records Book 1768, page 1307, a "Master Declaration of Covenants, Conditions, and Restrictions for Heritage Harbour," as amended (as amended, the "Heritage Harbour Covenants"), which instrument establishes a general plan of restrictions for the administration, maintenance, preservation, use, and enjoyment of all lands within the Heritage Harbour community.

C. A lawn and landscaping irrigation system will be required for each lot in the Various Neighborhoods. The irrigation system for each lot will be connected to a main irrigation water supply line installed by Developer.

D. The Association will be responsible for insuring that the management and administration of the Various Neighborhoods is in accordance with the Heritage Harbour Covenants. The Association's responsibilities will include the provision of irrigation water to the Various Neighborhoods lot owners' respective irrigation systems and the operation, maintenance, and replacement of timers, valves, and main water supply lines to which such irrigation systems are connected.

E. Aquaterra has constructed certain lakes (the "Irrigation Lakes") within the Heritage Harbour community to collect and retain water for irrigation purposes. The Irrigation Lakes are situated within Heritage Harbour in the approximate location shown on Exhibit "A" attached hereto. Aquaterra has also constructed or will construct various wells, well lines, reuse water mains, pumps, intakes, and related equipment and apparatus to supply water to the Irrigation Lake and to allow removal of such water for irrigation purposes.

F. Aquaterra has sole ownership and control of the Irrigation Lakes and no use of the water in the Irrigation Lakes or any of the Surfacewater Management System's lakes or ponds may be made by the Association or any other person without Aquaterra's prior written consent, which consent may be withheld in Aquaterra's sole and absolute discretion.

G. The Association desires to fulfill its irrigation responsibilities with respect to the Various Neighborhoods by use of the waters of the Irrigation Lakes. Aquaterra is willing to provide Irrigation Water to the Association on the terms and conditions set forth below. The Association, CDD, and Developer are agreeable to such terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

## **ARTICLE 1** **DEFINITIONS**

**1.1 Certain Defined Terms.** As used in this Agreement, the following capitalized terms shall have the following meanings respectively (such meanings to be applicable to both the singular and the plural form of the terms defined):

A. "Applicable Percentage" shall mean, with respect to any calendar year, the greater of the following two ratios:

(1) The ratio of (a) the level of the Consumer Price Index for the month of September immediately preceding such calendar year, to (b) the level of the Consumer Price Index for the month of September one year earlier.

(2) The ratio of (a) the amount charged by Manatee County Utilities Department for the first 1,000 gallons of potable water as of the first day of September immediately preceding such calendar year, to (b) the amount charged by Manatee Utilities Department for the first 1,000 gallons of potable water as of the first day of September one year earlier.

B. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average: All Items (1982-84 = 100), published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor or, in the event such index ceases to be published by the U.S. Bureau of Labor Statistics, then such comparable commodity index then in existence as is reasonably designated by Aquaterra.

C. "Heritage Harbour Covenants" shall have the meaning set forth in Recital C.

D. "Irrigation Lakes" shall have the meaning set forth in Recital G.

E. "Irrigation System" shall have the meaning set forth in Article 4.1.

F. "Landscaping" shall mean all lawns and landscaping presently or hereafter installed on the Lots.

G. "Lot" shall mean a platted parcel within the Various Neighborhoods on which a single dwelling unit is constructed or is intended to be constructed.

H. "Reclaimed Water" shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but does not qualify as potable water under applicable governmental regulations.

I. "Withdrawal Points" shall have the meaning set forth in Article 4.4.

**1.2 Other Terms.** All capitalized terms used in this Agreement which are not defined in Article 1.1 shall have the meaning set forth in the Heritage Harbour Covenants.



**ARTICLE 2**  
**PROVISION OF IRRIGATION WATER**

**2.1 Irrigation Water.** Aquaterra hereby agrees to sell irrigation water to the Association, for the term of this Agreement and on the conditions set forth herein for the sole purpose of irrigating the Landscaping. Aquaterra shall not be obligated to provide quantities of water to the Association more frequently or in greater volume than is reasonably necessary to provide proper irrigation for the Landscaping. In no event shall the Association purchase water pursuant to this Agreement for any use other than the irrigation of the Landscaping, without the prior written consent of Aquaterra.

**2.2 Reserved Rights.** The Association's obligation to purchase water from Aquaterra pursuant to Article 2.1 shall not be construed in any way to limit or modify Aquaterra's rights under the Heritage Harbour Covenants to control, and designate the use of, the waters of the Irrigation Lakes. Without limiting the foregoing, Aquaterra reserves the right, and nothing herein shall be deemed to limit or affect Aquaterra's right, to: (a) unilaterally change the location or designation of the Irrigation Lakes or the Withdrawal Points; (b) in accordance with applicable governmental regulations, add Reclaimed Water to the Irrigation Lakes for any purpose, including but not limited to purposes related to irrigation of the Various Neighborhoods (whether or not pursuant to the terms of this Agreement), other lands within Heritage Harbour, or other lands outside of Heritage Harbour; (c) grant similar nonexclusive agreements to the Association for the benefit of other neighborhoods within Heritage Harbour; (d) sell water to other persons or entities for the benefit of other properties, whether or not located within Heritage Harbour; (e) increase or decrease the water level of the Irrigation Lakes or any lakes within the Surfacewater Management System from time to time for any purpose and by any means, including the installation, control, and use of drainage control devices and apparatus; additional lakes, ponds, swales, culverts, inlets, and outfalls; wells and pumps; Reclaimed Water; and related facilities; and (f) remove or withdraw all or any part of the water from the Irrigation Lakes or any portion of the Surfacewater Management System for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt. The execution of additional agreements between Aquaterra and other parties, if any, concerning the Irrigation Lakes shall be on such terms and conditions as Aquaterra may approve, in its sole and absolute discretion. The rights of Aquaterra set forth in this Agreement are for the sole benefit of Aquaterra and may be exercised, waived, released, or assigned, in whole or in part, in Aquaterra's sole and absolute discretion. No person shall have any cause of action against Aquaterra on account of Aquaterra's exercise, manner of exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

**2.3 Water Quantities.** The parties anticipate that the Irrigation Lakes will have sufficient capacity to be a reliable and adequate source of water during the term of this Agreement for fulfillment of the Association's irrigation responsibilities with respect to the Various Neighborhoods. The parties acknowledge, however, that due to many factors, such as natural causes, environmental conditions, Acts of God, governmental regulations, Aquaterra's exercising any of its reserved rights referenced in Article 2.2, and the actual or potential use of the waters of the Irrigation Lakes for the benefit of other properties, the volume of water in the Irrigation Lakes from time to time may be insufficient to satisfy the Association's reasonable water quantity requirements for the irrigation of the Landscaping. Aquaterra makes no assurance or warranty that the volume of water in the Irrigation Lakes will at all times be sufficient to satisfy the Association's reasonable water quantity requirements for the irrigation of the Landscaping. The parties acknowledge that governmental regulations may from time to time require the Association to suspend the purchase of water from the Irrigation Lakes. Special provisions concerning abatement of the monthly irrigation fees in the event of insufficient Irrigation Lake water volume are set forth in Article 3.3. Special provisions concerning termination of this Agreement in the event of protracted insufficient Irrigation Lake water volume are set forth in Article 5.2.

2.4 **Reclaimed Water.** Pursuant to the provisions of Article 2.2, Aquaterra may, in its sole and absolute discretion and without notice, add Reclaimed Water to the Irrigation Lake or any portion of the Surfacewater Management System.

### **ARTICLE 3** **WATER FEES**

3.1 **Landscaping.** The Association's responsibility to irrigate the Landscaping will commence as homes are constructed on the Lots.

3.2 **Lot Fees.** The Association shall pay to Aquaterra a monthly irrigation fee per Lot in accordance with the following provisions:

A. The monthly license fee shall be based upon the number of Lots that have been issued Certificates of Occupancy by Manatee County for homes constructed thereon. With respect to each Lot, payment by the Association to Aquaterra of the monthly irrigation fee shall commence upon the issuance by Manatee County of a Certificate of Occupancy for a home constructed on the Lot. Monthly irrigation fees shall be payable in advance on the first day of each month. If a Certificate of Occupancy for a home constructed on a Lot is issued by Manatee County after the first day of the month, the monthly license fee for such month shall be prorated as of the date of the Certificate of Occupancy, and such prorated amount shall be payable by the Association to Aquaterra on the first day of the following month.

B. The monthly irrigation fee shall be initially determined by Aquaterra on a Dollars per Lot basis and will be comparable with the rates set by other utility companies. The monthly irrigation fee per Lot shall be increased on January 1 of each calendar year to an amount equal to the amount of the monthly irrigation fee for the prior calendar year multiplied by the Applicable Percentage for the current calendar year, which amount shall remain in effect until the following January 1. Notwithstanding the foregoing, in no event shall the monthly irrigation fee per Lot payable during any calendar year be less than the monthly irrigation fee per Lot payable during the prior calendar year.

3.3 **Abatement.** If, by reason of natural causes, environmental conditions, acts of God, governmental regulations, Aquaterra' exercising any of its reserved rights referenced in Article 2.2, water withdrawal for use on other properties, or otherwise, the water volume of the Irrigation Lake should at any time be insufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Landscaping in a proper manner, the monthly irrigation fee set forth in Article 3.2 shall be equitably abated during the period that the water volume of the Irrigation Lake remains insufficient. Such abatement shall terminate once the water volume of the Irrigation Lake is restored to a level sufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Landscaping in a proper manner. In the event the Association is unable to withdraw any water at all from the Irrigation Lakes due to insufficient water volume or any other cause outside the control of the Association, including a suspension of such withdrawal rights on account of governmental regulatory requirements, the monthly irrigation fee set forth in Article 3.2 shall be fully abated until the Association is again able to withdraw water from the Irrigation Lakes.

### **ARTICLE 4** **IRRIGATION SYSTEM**

4.1 **Installation.** Aquaterra has installed certain pump stations adjacent to the Irrigation Lakes for the withdrawal and distribution of water from the Irrigation Lakes. The approximate location of the pump stations are shown on the sketch attached hereto as Exhibit "B." Aquaterra has also installed

a main line pipe leading from the pump stations to the Subdivision. The main irrigation water supply lines installed by the CDD within the Subdivision to serve the Various Neighborhoods are connected to the main line pipe. The main line pipe, and main irrigation water supply lines within the Subdivision, together with all timers, controllers, valves, and other accessory equipment and components, specifically EXCLUDING any pumps and the pump stations, comprising the main irrigation system for the Various Neighborhoods (not including the separate irrigation systems of the Lot owners on their respective Lots), are referred to herein as the "Irrigation System." If Aquaterra, pursuant to the provisions of Article 2.2, changes the location or designation of the Irrigation Lake or the Withdrawal Point, the phrase "Irrigation System" shall thereafter refer to all pipes, junction boxes, irrigation controller stations, filters, irrigation water supply lines, timers, valves, and other accessory equipment and components, specifically EXCLUDING any pumps and the pump stations, utilized for supplying irrigation water to the Various Neighborhoods from the relocated or designated Irrigation Lake or Withdrawal Point (not including the separate irrigation systems of the Lot Owners on their respective Lots).

**4.2 Ownership.** Harbourvest, L.L.C. hereby transfers to the Association ownership of the Irrigation System, it being the intent of the parties that the Association shall have exclusive title to and control of all components of the Irrigation System, subject to all rights of Developer provided by the terms hereof. Such transfer of ownership shall not include an assignment of any rights to compensation that Developer may have pursuant to present or future contracts with third parties concerning installation of, or connection to, the Irrigation System, all such rights being expressly reserved by Developer. No part of the Irrigation System installed by Developer within the Subdivision shall be considered a fixture to the Lots or other property in the Subdivision, but shall be the personal property of the Association.

**4.3 Developer's Usage Rights.** Developer hereby reserves the following rights: (a) the nonexclusive right to use the Irrigation System for the purpose of irrigating other properties within Heritage Harbour, including, without limitation, the golf course; (b) the right to grant similar nonexclusive usage rights to the Association for the benefit of other Neighborhoods within Heritage Harbour or to other persons or entities for the benefit of other properties, whether or not located within Heritage Harbour; (c) the right to relocate, modify, and replace the Irrigation System at any time, provided that no such action shall materially impair the distribution of irrigation water from the Irrigation Lake to the Lots; and (d) the right to connect additional pipes, water supply lines, controllers, timers, valves, and other accessory equipment and components to the Irrigation System to serve other properties within Heritage Harbour. The rights reserved by Developer pursuant to this Article 4.3 are supplemental to any other similar rights reserved by Developer pursuant to any other agreement, and the provisions of this Article 4.3 shall not be construed to limit the rights of Developer pursuant to any other such agreement. The grant by Developer of additional usage rights, if any, to the Irrigation System shall be on such terms and conditions as Developer may approve, in its sole and absolute discretion. The right of Developer to grant additional usage rights with respect to the Irrigation System shall not be construed as an obligation to do so. The rights of Developer set forth in this Agreement are for the sole benefit of Developer and may be exercised, waived, released, or assigned, in whole or in part, in Developer's sole and absolute discretion. No person shall have any cause of action against Developer on account of Developer's exercise, manner of exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

**4.4 Withdrawal Point.** Except as may be otherwise approved by Aquaterra in writing, which approval may be withheld in Aquaterra's sole and absolute discretion, the Association's right to withdraw water from the Irrigation Lakes pursuant to this Agreement shall be limited to a single withdrawal point (the "Withdrawal Point"). The Withdrawal Point shall be as designated by Aquaterra. Aquaterra hereby designates the initial Withdrawal Point at the location as shown on Exhibit "B" attached hereto. Pursuant to the provisions of Article 2.2, Aquaterra shall have the right to unilaterally change, in its sole and absolute discretion and without notice, the designation of the Withdrawal Point.

**4.5 Maintenance.** The Association shall, at its expense, maintain the Irrigation System in good operating condition to assure water conservation and the proper supply of water to irrigate the Landscaping. If any part of the Irrigation System serves property that is not operated or maintained by the Association, the cost of maintaining such part shall be apportioned equitably between the Association and Developer (or Developer's designated successor or assignee) based on the respective average irrigation water quantities supplied to the property operated or maintained by the Association and to such other property.

## **ARTICLE 5**

### **TERM OF AGREEMENT**

**5.1 Term.** The term of this Agreement shall commence on the date of recording of the Heritage Harbour Covenants in the Public Records and shall continue in full force and effect (unless sooner terminated as provided herein) until December 31, 2030, after which time this Agreement shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (a) the termination of this Agreement is approved by Lot owners owning at least 75 percent of the Lots; and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records.

**5.2 Termination.** If, by reason of natural causes, environmental conditions, acts of God, governmental regulation, Aquaterra' exercising any of its reserved rights referenced in Article 2.2, water withdrawal for use on other properties, or otherwise, the water volume of the Irrigation Lake should for a continuous period of six months be insufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Landscaping in a proper manner, the Association may elect to terminate this Agreement, provided: (a) the termination of this Agreement is approved within the following three months by Lot owners owning at least 75 percent of the Lots; and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records.

## **ARTICLE 6**

### **EASEMENTS**

**6.1 Association Easement.** There is hereby granted to the Association a nonexclusive easement for the maintenance, repair, inspection, removal, and replacement of the Irrigation System, and for ingress and egress thereto; over such portion of the Subdivision and the lands lying between the Subdivision and the Withdrawal Point as is reasonably necessary for such purposes; provided, however, if the Association should in the exercise of its easement rights disturb any grass, soil, paving, or other improvements, the Association shall restore the same as nearly as practicable to its condition prior to the disturbance.

**6.2 Aquaterra Easement.** There is hereby granted to and reserved by Aquaterra a nonexclusive easement for the exercise of Aquaterra's rights under Article 2 over such portion of the Subdivision and the lands lying between the Subdivision and the Withdrawal Point as is reasonably necessary for such purposes; provided, however, if Aquaterra should in the exercise of its easement rights disturb any grass, soil, paving, or other improvements, Aquaterra shall restore the same as nearly as practicable to its condition prior to the disturbance.



**ARTICLE 7**  
**AQUATERRA' WARRANTIES AND REPRESENTATIONS**

In order to induce the Association and Developer to enter into this Agreement, Aquaterra hereby warrants and represents to the Association and Developer that:

**7.1 Organization.** Aquaterra is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, is duly qualified to do business in every jurisdiction wherein such qualification is necessary, and has the prerequisite power and authority to own its assets and transact the business in which it is engaged.

**7.2 No Violations.** The execution, delivery, and performance of this Agreement:

- A. Are within the corporate powers of Aquaterra.
- B. Have been duly authorized by all necessary corporate action.
- C. Do not violate any provision of the bylaws of Aquaterra or of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect and having applicability to Aquaterra.
- D. Are not in conflict with and do not result in a breach of or constitute a default under any indenture, loan, or credit agreement, or any other agreement, lease, or instrument to which Aquaterra is a party or by which it or its properties may be bound or affected.

**7.3 Execution.** This Agreement has been duly executed and delivered by Aquaterra and constitutes the legal, valid, and binding obligation of Aquaterra enforceable against Aquaterra in accordance with its terms.

**7.4 Compliance.** Aquaterra is in compliance, to the best of the knowledge of Aquaterra, with all applicable laws, rules, regulations, writs, judgments, injunctions, decrees, determinations, or awards and is not materially in default under any indenture, agreement, lease, or instrument identified in Article 7.2.D.

**ARTICLE 8**  
**DEVELOPER'S WARRANTIES AND REPRESENTATIONS**

In order to induce Aquaterra and the Association to enter into this Agreement, Developer represents and warrants to Aquaterra and the Association that:

**8.1 Organization.** Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, is duly qualified to do business in every jurisdiction where such qualification is necessary, and has the prerequisite power and authority to own its assets and transact the business in which it is engaged.

**8.2 No Violations.** The execution, delivery, and performance of this Agreement:

- A. Are within the powers of Developer.
- B. Have been duly authorized by all necessary company action.

C. Do not violate any provisions of the operating agreement of Developer or of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect and having applicability to Developer.

D. Are not in conflict with and do not result in a breach of or constitute a default under any indenture, loan, or credit agreement or any other agreement, lease, or instrument to which Developer is a party or by which it or its properties may be bound or affected.

**8.3 Execution.** This Agreement has been duly executed and delivered by Developer and constitutes the legal, valid, and binding obligation of Developer enforceable against Developer in accordance with its terms.

**8.4 Compliance.** Developer is in compliance, to the best of the knowledge of Developer, with all applicable laws, rules, regulations, writs, judgments, injunctions, decrees, determinations, or awards and is not materially in default under any indenture, agreement, lease, or instrument identified in Article 8.2.D.

## **ARTICLE 9**

### **THE ASSOCIATION'S WARRANTIES AND REPRESENTATIONS**

In order to induce Aquaterra and Developer to enter into this Agreement, the Association represents and warrants to Aquaterra and Developer that:

**9.1 Organization.** The Association is a corporation not for profit duly organized, validly existing, and in good standing under the laws of the State of Florida, is duly qualified to do business in every jurisdiction where such qualification is necessary, and has the prerequisite corporate power and authority to own its assets and transact the business in which it is engaged.

**9.2 No Violations.** The execution, delivery and performance of this Agreement:

A. Are within the corporate powers of the Association.

B. Have been duly authorized by all necessary corporate action.

C. Do not violate any provisions of the articles of incorporation or bylaws of the Association or of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award presently in effect and having applicability to the Association.

D. Are not in conflict with and do not result in a breach of or constitute a default under any indenture, loan, or credit agreement or any other agreement, lease, or instrument to which the Association is a party or by which it or its properties may be bound or affected.

**9.3 Execution.** This Agreement has been duly executed and delivered by the Association and constitutes the legal, valid, and binding obligation of the Association enforceable against the Association in accordance with its terms.

**9.4 Compliance.** The Association is in compliance, to the best of the knowledge of the Association, with all applicable laws, rules, regulations, writs, judgments, injunctions, decrees, determinations, or awards and is not materially in default under any indenture, agreement, lease, or instrument identified in Article 9.2.D.

**ARTICLE 10**  
**GOVERNMENTAL REGULATIONS**

**10.1 Compliance with Laws.** During the term of this Agreement, the Association shall comply in all material respects with the provisions of applicable laws and governmental regulations concerning the furnishing of irrigation water to the Various Neighborhoods.

**10.2 Permits.** If any governmental licenses or permits are required in conjunction with the furnishing of irrigation water to the Various Neighborhoods or the operation of the Irrigation System, the Association shall bear the responsibility and costs for obtaining and maintaining all such licenses and permits.

**ARTICLE 11**  
**HOLD HARMLESS**

**11.1 Improvements.** Developer shall pay the installation cost of those components of the Irrigation System installed by Developer and shall hold Aquaterra and the Association harmless against all construction liens under Chapter 713, Florida Statutes, pertaining to such installation. The Association shall hold Aquaterra and Developer harmless against liability for all costs of repair and maintenance of the Irrigation System for which the Association is responsible under Article 4.5.

**11.2 Injury.** The Association shall fully defend and indemnify Aquaterra and Developer against any claim, liability, or expense, including attorneys' fees for trial and appellate proceedings, for personal injury or property damage arising from, related to, or connected with the operation of the Irrigation System, except to the extent such claim, liability, or expense is due to the sole negligence of Aquaterra or Developer.

**11.3 Liability.** Aquaterra and Developer shall not be liable to the Association or any Lot owner for any inconvenience, loss, liability, damage, or consequential damages resulting from or indirectly caused by: (a) any defects or deficiencies in the installation, use, or operation of the Irrigation System; (b) any inability of the Association to withdraw water pursuant to Article 2 in sufficient quantities to irrigate the Landscaping adequately, whether such inability results from natural causes, environmental conditions, acts of God, power failures, governmental regulations, or otherwise; or (c) the physical characteristics of the water or Reclaimed Water, including mineral, chemical, or biological elements contained therein.

**ARTICLE 12**  
**LEGAL COSTS**

If legal action is brought by a party to construe or enforce any provision of this Agreement, or for the breach thereof, the losing party shall pay the prevailing party's reasonable attorney's fees and court costs for both trial and appellate proceedings.

**ARTICLE 13**  
**NOTICES**

Until changed in writing, all notices to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the address of the parties specified.

Developer's address for notices shall be:

Harbourvest, L.L.C.  
551 North Cattleman Road, Suite 202  
Sarasota, Florida 34232

The Association's address for notices shall be:

Heritage Harbour Master Association, Inc.  
551 North Cattleman Road, Suite 202  
Sarasota, Florida 34232

Aquaterra' address for notices shall be:

Aquaterra Utilities, Inc.  
551 North Cattleman Road, Suite 202  
Sarasota, Florida 34232

#### **ARTICLE 14** **MISCELLANEOUS PROVISIONS**

**14.1 Complete Agreement.** This Agreement contains all of the terms, conditions, covenants, and agreements between the parties. No modification of this Agreement shall be binding unless made in writing and signed by the parties hereto.

**14.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.

**14.3 Governing Law.** This Agreement has been drawn and executed and shall be performed in the State of Florida, and all questions concerning this Agreement, and performance hereunder, shall be adjudged and resolved in accordance with the laws and within the courts of the State of Florida.

**14.4 No Waiver.** The failure of any party to insist upon strict performance of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance of that or any other obligation in the future. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver, nor shall any delay or omission of a party to exercise any rights arising from a default impair the party's rights as to such default or any subsequent default.

**14.5 Captions.** Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereunder.

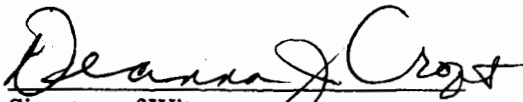
**14.6 Number and Gender.** Whenever required by the context, the singular number shall include the plural and the plural the singular, and any gender shall include all genders.

**14.7 Recording.** A copy of this Agreement shall be recorded in the Public Records as an exhibit to the \_\_\_\_\_ Restrictions.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day and year first above written.



**WITNESSES:**



Signature of Witness

**Deanna J. Craft**

Print Name of Witness

Signature of Witness

Print Name of Witness

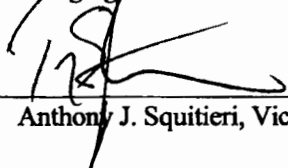
**AQUATERRA UTILITIES, INC.**

By: 

By:

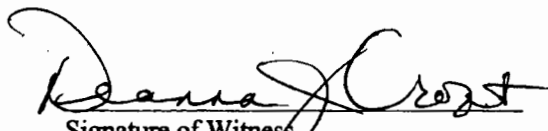
**HARBOURVEST, L.L.C.**

By: USHHH, INC., a Florida corporation,  
Its Managing Member

By: 

By:

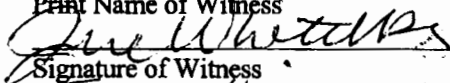
Anthony J. Squitieri, Vice President



Signature of Witness

**Deanna J. Craft**

Print Name of Witness

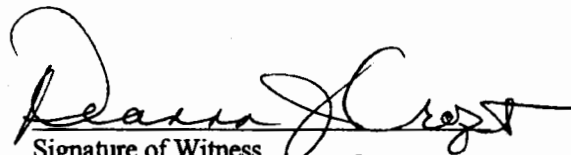


Signature of Witness

**June Whitaker**

Print Name of Witness

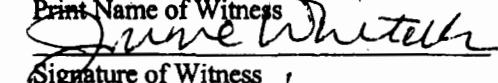
**HERITAGE HARBOUR SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**



Signature of Witness

**Deanna J. Craft**

Print Name of Witness

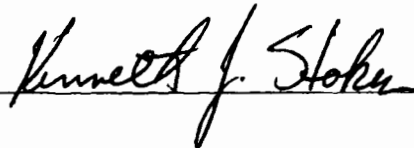


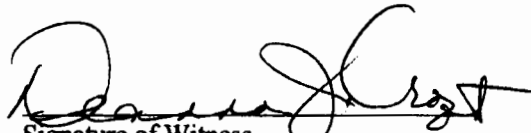
Signature of Witness

**June Whitaker**

Print Name of Witness

By:

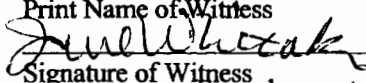




Signature of Witness

**Deanna J. Craft**

Print Name of Witness

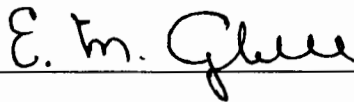


Signature of Witness

**June Whitaker**

Print Name of Witness

**HERITAGE HARBOUR MASTER ASSOCIATION,  
INC.**

By: 

By:





**MAINTENANCE AGREEMENT BETWEEN HERITAGE HARBOUR SOUTH  
COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE HARBOUR  
MASTER ASSOCIATION, INC.**

This Agreement is made and entered into this 15 day of FEBRUARY, 2021, by and between:

Heritage Harbour South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District" or "CDD"), and

Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, whose address is c/o ICON Management Services, Inc., 4654 State Road 64 E, Suite 503, Bradenton, FL 34208 (the "HOA").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established by ordinance of the Board of County Commissioners of Manatee County, Florida, for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, water and wastewater facilities, recreation and other infrastructure improvements; and

**WHEREAS**, the infrastructure that is subject to this Agreement is more particularly set forth in attached Exhibit "A" ("District Facilities"); and

**WHEREAS**, the HOA is a private not-for-profit corporation serving as an association of certain property owners, including but not limited to property owners within the boundaries of the District, with a purpose of managing certain common property and amenities in the Heritage Harbour community; and

**WHEREAS**, the District and the HOA have a mutual interest in insuring that the District Facilities are managed and maintained to the highest standards; and

**WHEREAS**, the District and the HOA agree that it is in the best interest of the Heritage Harbour Community ("Community") to have the HOA perform certain maintenance tasks with respect to the District Facilities to ensure efficiency, consistency and continuity of the maintenance tasks; and

**WHEREAS**, the HOA is willing and able to perform the daily routine maintenance of the District Facilities under the supervision of the HOA Property Manager with routine reporting to the District Manager and in accordance with this Agreement and guidelines coordinated with District staff; and

**WHEREAS**, the HOA is willing to contract with vendors that meet the requirements for insurance and other means of protection that are mandated by the CDD for work on CDD owned property; is willing to seek out the most qualified and cost-effective vendors for performing the work; and is willing to coordinate with CDD District management and the CDD.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **Scope of Work.** The HOA will perform the tasks listed in the Scope of Work at Exhibit B ("Scope") ensuring full compliance with all applicable statutes including the general law charter of the District, ordinances, District rules and administrative rules and regulations, applicable permit requirements and all applicable law. The District shall provide HOA all such rules of the District that govern this Agreement. All contracts that exceed the limits established by law for public competitive bidding shall comply with the competitive procurement requirements of the District's operating rules and applicable statutory law.
3. **Funding.** The HOA will provide the funding for the services provided in the Scope of Work. Upon request by the District, the HOA will provide copies of its proposed budgets for each fiscal year. Repairs required for District-owned property will be reported to the District Manager by the HOA and coordinated by and funded by the responsible party referenced in the Scope of Work which in some cases might be considered as a Capital Expense to be funded by the District.
4. **Term and Renewal.** The term of this Agreement shall be three (3) years from execution by the last of both parties to this Agreement. This Agreement renews automatically for one (1) year periods unless terminated or modified as referenced herein. Either party may terminate this Agreement for any reason in its sole and absolute discretion, with or without cause, on September 30<sup>th</sup> of each calendar year provided the terminating party provides the other party written notice of termination no later than May 30<sup>th</sup> of such calendar year. If notice of termination is provided after May 30<sup>th</sup> of each year, then the effective date of termination shall be September 30<sup>th</sup> of the following calendar year. The notice shall be sent to the parties at the address as set forth in this Agreement or such other address provided in writing by each party.
5. **Insurance.** Before performing any services related to this Agreement, the HOA shall assure that all contractors and sub-contractors performing work on the District Facilities (hereinafter collectively referred to as "Contractor") have secured insurance for the performance of their services with limits of liability not less than the following:

|                                |   |
|--------------------------------|---|
| Workers Compensation Statutory |   |
| General Liability              |   |
| Bodily Injury                  | \$1,000,000/\$2,000,000   |
| Property Damage                | \$1,000,000/\$2,000,000   |
| Vehicle Insurance              | \$500,000 per claim with annual aggregate of<br>not less than \$1,000,000 |



The District, its Supervisors, Officers, Agents, Employees and Volunteers shall be named as additional insureds. At no time shall a Contractor be without insurance in the above amounts. Any Contractor's agreement to perform services shall further provide that no policy may be canceled without written notice to the District and the HOA. Insurance shall be from a reputable insurance carrier subject to the reasonable approval of the District. If at any time a Contractor fails to adhere to the referenced insurance requirements, the CDD has the authority to terminate this Agreement immediately.

6. **Indemnification.** Neither the District nor its management shall be liable to the HOA for any injury, loss or damage to person or property, unless caused by the gross negligence or willful misconduct of either the management or the District or unless arising out of a material breach of this Agreement by the District. The HOA does hereby indemnify and hold harmless the District, its officers, agents, and employees from liabilities, damages, losses and costs of every kind (including, but not limited to, reasonable attorney's fees and punitive damages) incurred by the District as a result of the HOA performing the services referenced herein including but not limited to all damages sustained by the District to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the HOA and/or its Contractors and persons or entities employed or utilized by the Contractors in the performance of this Agreement. Should the HOA become aware of any claim that could potentially give rise to liability of the District, the HOA shall notify the District immediately.
7. **District Representative.** The District designates its District Manager to act as the District's representative with respect to this Agreement. The District Manager shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to this Agreement and the HOA may rely on such authority. The HOA and the District will also identify an individual who will be designated as the liaison for their respective Boards for the purposes of this Agreement.
8. **Assignment.** Neither the District nor the HOA may assign this Agreement without the prior written approval of the other. No employees, agents or representatives of the District or the HOA are personally or individually bound by this Agreement.
9. **Attorney's Fees.** If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.
10. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the HOA relating to the subject matter of this Agreement.
11. **Amendments and Waivers.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the HOA. A waiver by either party of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement.

12. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the HOA and both the District and the HOA have full power and authority to comply with the terms and provisions of this instrument.
13. **Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:**

Heritage Harbour South Community  
Development District  
9428 Camden Field Parkway  
Riverview, Florida 33578  
Attn: District Manager

**With a copy to:**

Andrew H. Cohen, Esq.  
Persson, Cohen & Mooney, P.A.  
6853 Energy Court  
Lakewood Ranch, FL 34240

**If to the HOA:**

Heritage Harbour Master Association, Inc.  
c/o ICON Management Services  
4654 State Road 64 E, Suite 503  
Bradenton, FL 34208

**With a copy to:**

Paul Olah, Esq.  
Law Offices of Wells & Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, FL 34236

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

14. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the HOA and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the HOA any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the HOA and their respective representatives, successors and assigns.
15. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be Manatee County, Florida.
16. **Effective Date.** This Agreement shall be effective after execution by both the District and the HOA and shall remain in effect for the term as referenced above.
17. **Public Records.** The HOA understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.
18. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
19. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the HOA as an arm's length transaction. The District and the HOA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and any doubtful language will not be interpreted or construed against any party.
20. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
22. **E-Verify Requirement.** HOA and its Contractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. HOA agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that HOA has knowingly hired, recruited, or referred an alien who

is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a Contractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the HOA and order HOA to immediately terminate the contract with the Contractor. HOA shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on HOA's failure to comply with the E-Verify requirements referenced herein.

23. **Compliance with Public Records Laws.** HOA understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such by the HOA, in accordance with Florida law. As such, the HOA must 1.) keep and maintain public records required by the District to perform the service; 2.) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3.) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the HOA does not transfer the records to the Public Records Custodian of the District; and 4.) upon completion of the Agreement, transfer to the District, at no cost, all public records in HOA's possession or the HOA must keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the HOA, the HOA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the Microsoft Word or in Adobe pdf format. HOA acknowledges that the designated Public Record Custodian for the District is Rizzetta & Company.

24. **IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 533-2950, OR BY EMAIL AT GMOORE@RIZZETTA.COM, OR BY REGULAR MAIL AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.**

*Signature page to follow.*




IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year referenced below.

Attest:

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

Heritage Harbour South  
Community Development District


  
\_\_\_\_\_  
Chairman, Board of Supervisors

Date: 1/2/2021

  
\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Witness)

Heritage Harbour Master  
Association, Inc.

By:   
\_\_\_\_\_  
Print Name: E. J. ZEINER

Its: President & CEO

Date: 2/15/2021

## **Exhibit A Facilities**

For areas outside of Stoneybrook and Lighthouse Cove:

### **Roadways**

1. Grand Harbour Parkway
2. Heritage Greens Way
3. River Heritage Blvd.

### **Structures/Recreation Areas (Parcel 17)**

1. Lake # 48 Pier/Dock (Beacon Lake)
2. Lighthouse
3. Gazebos
4. Lighting
5. Playground
6. Concession Stand
7. Pavilion
8. Soccer Field Restroom
9. Monuments
10. Baseball field fencing and stands
11. Baseball field infield/outfield
12. Soccer Field Goals and Nets
13. Parking Lots (3)

For all District owned areas including inside and outside of Stoneybrook and Lighthouse Cove:

### **Waterways/Ponds/Lakes/Wetlands/Mitigation Areas**

All Lakes and Wetlands.

## **Exhibit B Scope of Work**

Unless stated otherwise, responsibility implies maintenance and funding for maintenance as well as capital repairs when such capital repairs are less than \$5,000 individually.

For areas outside of Stoneybrook and Lighthouse Cove:

### **Roadways**

1. Roadway cleaning/sweeping
2. Roadway pavement inspection
3. Roadway preventive maintenance
4. Signage maintenance

### **Streetlights**

1. Streetlight inspection to be conducted by FPL
2. Streetlight maintenance and/or repair to be conducted by FPL

### **Landscape**

1. Mow sodded or grass areas
2. Trim and inspect landscape trees and hedges
3. Maintain with fertilization and pest control

### **Irrigation System**

1. Conduct irrigation main and spray head inspections.
2. Maintain and repair irrigation system (including wells, if any). Repairs and renovations to the irrigation will be a responsibility of the HOA for all piping two inches (2") and below. Any piping greater than two inches (2") will be the responsibility of the District.

### **Park and Recreation Facilities**

1. Mow and inspect athletic fields and amenities
2. Maintain and repair athletic fields
3. Inspect park pavilions, restrooms, and concession buildings
4. Reapply interior and exterior paint finishes
5. Roofing to be maintained and repaired as needed
6. Plumbing and lighting fixtures to be maintained and repaired as needed
7. Inspect and maintain playground equipment

For all District owned areas including inside and outside of Stoneybrook and Lighthouse Cove:

**Waterways/Ponds/Lakes/Wetlands/Mitigation Areas**

Effective January 1, 2021, the HOA is responsible for all Lakes and Wetlands maintenance along with associated storm water systems and structures.



MATCHLINE - SHEET 2

FUTURE DEVELOPMENT TRACT

16" IRRIGATION MAIN  
(FUTURE RESIDENTIAL)

RECHARGE  
WELL

6" LAKE INTERCONNECT

COLOR LEGEND:

- SYSTEM 01 (REUSE SUPPLY)
- SYSTEM 02 (LAKE INTERCONNECTS)
- SYSTEM 03 (COMMERCIAL & MAJOR ROADS)
- SYSTEM 04 (STONEYBROOK COMMUNITY)
- SYSTEM 05 (LIGHTHOUSE COVE COMMUNITY)
- SYSTEM 06 (RIVER STRAND COMMUNITY)
- SYSTEM 07 (RIVER STRAND GOLF COURSE)

HERITAGE HARBOUR SOUTH C.D.D.

513 13TH AVE. NORTHEAST  
FORT LAUDERDALE, FL 33301  
TEL (954) 658-4900

PREPARED FOR:

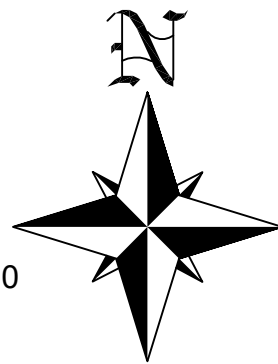
NO. DATE REVISION DESCRIPTION BY

**Banks Engineering, Inc.**  
Professional Engineers, Planners, & Land Surveyors  
SARASOTA ♦ FORT MYERS ♦ NAPLES ♦ PORT CHARLOTTE  
1144 TALLEYVALE ROAD, SUITE 115  
SARASOTA, FLORIDA 34243  
PHONE: (941)360-1618 FAX: (941)360-6918  
ENGINEERING LICENSE ED-0006469  
SURVEY LICENSE LB-0006690

MASTER IRRIGATION PLAN  
HERITAGE HARBOUR  
MANATEE COUNTY, FLORIDA

| DATE  | PROJECT | DRAWING | DESIGN | DRAWN | CHECKED | SCALE   | SHEET | OF | FILE NO. (S-T-R) |
|-------|---------|---------|--------|-------|---------|---------|-------|----|------------------|
| 3/4/0 | 6072-50 |         | SCC    | SCC   | SCC     | 1"=400' | 1     | 2  |                  |

0 400 800 1,200  
GRAPHIC SCALE 1"= 400'



6040-004







## LeAnn Chiarelli

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**From:** Cole, Kristee <kristee.cole@inframark.com>  
**Sent:** Tuesday, January 16, 2024 8:20 AM  
**To:** LeAnn Chiarelli  
**Subject:** FW: Appeal of ARC decision

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Add to HHS agenda.

Thanks!

**Kristee Cole** | District Manager



210 N. University Drive Suite 702 Coral Springs, FL 33071– Accounting Services  
313 Campus Street Celebration, FL 34747 – Regional Office

**Email:** [kristee.cole@inframark.com](mailto:kristee.cole@inframark.com)  
**(M)** (813) 382-7355 | [www.inframark.com](http://www.inframark.com)

**Please note:** *Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Please do not reply "to all".*



**Go Green:** Please do not print this e-mail unless you really need to!

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**From:** Philip Frankel <Seat2@HeritageHarbourSouthCDD.org>  
**Sent:** Monday, January 15, 2024 1:54 PM  
**To:** Cole, Kristee <kristee.cole@inframark.com>; Goldyn, Jennifer <jennifer.goldyn@inframark.com>  
**Cc:** rick schappachereng.com <rick@schappachereng.com>; Andrew Cohen <acohen@flgovlaw.com>  
**Subject:** Fwd: Appeal of ARC decision

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

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This will need to be on the agenda for the next meeting.. This is from the homeowner who was not happy with the HOA decision to reject their pavers to drain the sidewalk. They are relying on Rick's email that they had approval even though it was not a CDD board response. The issue seems to be due to the flooding on the sidewalks which may be caused by the sinking of the sidewalks or root interference. We need to look into this as there are other homeowners with the same problem and have done the same remedial steps which is in violation of the HOA ARC committee. She is threatening legal action against all the entities.

Phil

Begin forwarded message:

**From:** Christina Brantley <[directorbrantley@gmail.com](mailto:directorbrantley@gmail.com)>  
**Subject:** Fwd: Appeal of ARC decision  
**Date:** January 15, 2024 at 12:47:11 PM EST  
**To:** [seat2@heritageharboursouthcdd.org](mailto:seat2@heritageharboursouthcdd.org)

----- Forwarded message -----

**From:** Michael Diorio <[mdiorio@lelandmanagement.com](mailto:mdiorio@lelandmanagement.com)>  
**Date:** Mon, Jan 15, 2024 at 10:14 AM  
**Subject:** RE: Appeal of ARC decision  
**To:** Susan Tucker <[dispen7grace@gmail.com](mailto:dispen7grace@gmail.com)>

Susan,

Thank you for the email. I will forward it to the board and get back with you once they respond.

Have a good day!

Thank you,



**Michael Diorio, Community Association Manager**

Stoneybrook at Heritage Harbour

[200 Golden Harbour Trail, Bradenton, FL 34212](https://www.lelandmanagement.com/200-Golden-Harbour-Trail-Bradenton-FL-34212)

**Phone:** (941) 750-9688

**Email:** [mdiorio@lelandmanagement.com](mailto:mdiorio@lelandmanagement.com)

**Website:** [www.LelandManagement.com](http://www.LelandManagement.com)

Resident Support questions - [residentsupport@lelandmanagement.com](mailto:residentsupport@lelandmanagement.com)

**The Management Company You Don't Have to Manage**





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**From:** Susan Tucker <[dispen7grace@gmail.com](mailto:dispen7grace@gmail.com)>  
**Sent:** Friday, January 12, 2024 4:53 PM  
**To:** Stoneybrook <[manageratstoneybrookhoa@gmail.com](mailto:manageratstoneybrookhoa@gmail.com)>  
**Subject:** Appeal of ARC decision

**EXTERNAL EMAIL:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael,

We are requesting an appeal of the decision by the ARC regarding the small brick path we installed to alleviate sidewalk drainage issues and slippery conditions -- thus trying to avoid litigation if injury were to occur (litigation not just against us but also, no doubt, involving HOA, CDD, and HH).

The letter containing the ARC's decision is confusing -- even contradictory. It states: **Need CDD**. Then the very next sentence says "**Please remove pavers and and replace with sod.**" (see attached letter). For correctness, it should be noted that we did not use pavers; it's bricks that are there.

Even before submitting the ARC request we had already received written CDD approval on 11/28/23. This was forwarded to management and the HOA board on 12/12/23.

We followed the BOD president's instructions to get ARC approval (from his email to us on 12/12/23).

So, along with our appeal, we are politely requesting -- and, we believe, we deserve -- answers to **6 (six) questions**:

1) Why is ARC choosing to deny a logical and safe solution to a drainage issue? They gave no reason in their denial letter. It is certainly aesthetically better to have a small drainage path from a sidewalk to the street than to have a puddly, dirty, slippery sidewalk that pedestrians would have to avoid or navigate, isn't it?

2) Does the ARC not care about litigation situations that can be easily avoided?

3) Why are we being singled out when there are 11 other homes throughout Stoneybrook that dealt with the same problem without approval from the CDD or ARC? In other words, why haven't other homeowners been cited?

4) Why did this suddenly become an issue -- since we installed the drainage path over a year ago?

5) Also, how did it happen that our drainage path was noticed first -- since most (if not all) of the other homeowners put in their drainage paths long before we did -- even before COVID?

It seems clear that we have been singled out because "someone" reported the little (logical) path -- instead of mentioning it to us! It surely would have been more decent, considerate, and neighborly if this individual had come to us personally (if it truly bothered them to see such a neat path).

6) What possible harm does the committee see in this solution? Does the committee have a better solution that they are not recommending?

Can't the ARC see that other homeowners who had the same issue clearly thought that a small brick or cement path was the best solution?

If the ARC is citing only us, it is a clear example of targeting, discrimination, or selective enforcement (which term they prefer).

Sincerely,

Randy and Susan Tucker





























