HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

REVISED MEETING AGENDA

Tuesday, May 7, 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

Staff:

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

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

Revised Meeting Agenda

Tuesday, May 7, 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 Regular Meeting Minutes from April 2, 2024Page 3
	B. Review of the March 2024 Financial Statement and Check RegisterPage 7
4.	Staff Reports
	A. District Counsel
	1. Review of Historical Plat AgreementsPage 38
	B. District Engineer
	1. Signage Repair Update
	2. Striping Repair Update
	3. Sidewalk Repair Update
	4. Marketplace Updates
	C. District Manager
	1. Report on Number of Registered Voters – 2,091Page 140
5.	Business Items
	A. Consideration of Resolution 2024-06, Revising Special Assessments
	(Under Separate Cover)
	B. Consideration of Resolution 2024-07, Setting a Public Hearing on
	Revised Special Assessments
	(Under Separate Cover)
	C. Consideration of Assessment Funding AgreementPage 141D. Consideration of District Counsel Fee Increase LetterPage 146
	E. Consideration of Gazebo ProposalPage 147
	F. Discussion regarding Stoneybrook Agreement
	G. Discussion regarding Gatehouse Rental by ICON
6.	HOA updates
	A. Heritage Harbour Master HOA
	B. Stoneybrook HOA
	C. Lighthouse Cove HOA
	D. Golf Course Update
7.	Audience Comments
8.	Supervisor Requests

9. Adjournment

The next meeting is scheduled for Tuesday, June 4, 2024, at 5:00 p.m.

	HERITAGE	ES OF MEETING HARBOUR SOUTH EVELOPMENT DISTRICT							
The Heritage Harbour South Community Development District regular meeting of the									
Board of Super	visors was held on Tuesd	ay, April 2, 2024, at 5:01 p.m. at the Stoneybrook							
Recreation Cer	nter located at 200 Golde	n Harbour Trail, Bradenton, FL 34212.							
Present	and constituting a quorum	i were:							
Philip Fr Robin S Eric Hall Mike Ne	pencer berg	Board Supervisor, Chair Board Supervisor, Vice Chair Board Supervisor, Asst. Secretary Board Supervisor, Asst. Secretary							
Also pre	sent were:								
Andy Co	nappacher	Regional Director, Inframark District Engineer, Schappacher Engineering District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A. President, Master Association							
Shawn [-	President, Master Association President, Stoneybrook HOA							
	OF BUSINESS	Call to Order and Roll Call order at 5:01 p.m. and a quorum was established.							
	ER OF BUSINESS ere no audience commer	Audience Comments nts.							
	R OF BUSINESS eration of Meeting Minut	Business Administration es from March 5, 2024							
	from Mr. Neville, seconde March 5, 2024, were app	ed by Ms. Spencer, with all in favor, the meeting roved.							
B. Review	of the February 2024	4 Financial Statement and Check Register							
	l from Ms. Spencer, sec 24 Check Register was ap	conded by Mr. Hallberg, with all in favor, the proved.							
A. District		Staff Reports Popelka will be attending the May 2024 meeting.							

41 He assured the Board of his commitment to preparing the Funding Agreement with Mark

42 Bruce, regarding the costs of advertisements, methodology, and attorney fees.

43	Mr. Cohen informed the Board about Dan Lewis' ongoing efforts regarding
44	Aquaterra and his preparation of a memorandum for the Board's consideration.
45	
43 46	B. District Engineer
47	1. Signage Repair Update
48	Mr. Schappacher updated the Board regarding the Golf Course, mentioning that
49	there are a few remaining signs to be installed, but the ones installed so far look good. He
50	noted that originally the street-sized stop signs were installed, but have now been replaced
51	with smaller ones.
52	
53 54	2. Striping Repair Update Mr. Schappacher informed the Board that the vendor had the work completed, but
55	upon inspection, it was found that the Basketball Court remained unfinished. He assured
56	the Board that he would follow up with the vendor to get this completed.
57	the Board that he would follow up with the vehaor to get this completed.
58	3. Sidewalk Repair Update
59	Mr. Schappacher reported to the Board that the repairs have been completed, and
60	the flumes are now finished.
61 62	4. Marketplace Updates
63	Mr. Schappacher updated the Board on the progress of construction near Aldi,
64	mentioning the addition of an extra entry and exit. He also informed them about the
65	ongoing installation of stormwater pipes, with the expectation of completion by May 2024.
66	Mr. Frankel reiterated the Master's responsibility for maintaining and replacing
67	components of the walking path, as needed.
68	Mr. Schappacher presented the Beacon Lake Walking Path Report, noting
69	deficiencies totaling 1,240 LF out of 7,440 LF. He emphasized the need for Marketplace
70	to address issues on the south side of the west end, especially with upcoming apartment
71	construction. Ms. Spencer wants the issues addressed sooner than later to avoid liability
72	issues.
73	
74 75	C. District Manager
75	The Board requested a change in the picture that is on the website and to have
76	the financials and minutes listed separately.
77 78	1. Review of 1 st Quarter Website Audit
78 79	Ms. Goldyn reviewed and notified the Board the website passed the audit.
80	
0.1	

81

82 83 84	FIFTH ORDER OF BUSINESS New Business Items A. Discussion regarding Preparation for Combined Summer Meeting It was decided that the special meeting would be held on April 24 th , 2024 at 5:00 p.m.
85	Mr. Cohen brought up the agreements that were drafted by his office between the
86	CDD and Master, the CDD & Stoneybrook, and the CDD and Light House Cove. These
87	agreements would have been recorded showing which entity is responsible for the
88	maintenance and repairs within the District boundaries. The agreements stalled and
89	Counsel and Chair have recommended that the Board revisit them.
90 91 92	B. Consideration of the Gate Access System Proposal Mr. Cohen stated there are two parts that the Board needs to take action on, being
93	the means of entry and the speed bump.
94	
	On MOTION from Mr. Frankel, seconded by Mr. Neville, with all in favor, the Board selected option one of the gate access system proposal, provided that it is revised to include a button for access for individuals opting not to provide their license information, and subject to final review by District Counsel.
95 96	The Board took no action regarding the speed bump. Ms. Spencer said it would be
97	in the Board's best interest to post signage notifying those entering that their picture is being
98	taken. Mr. Cohen noted it is not a requirement but a good idea as it may deter people from
99	misbehaving and would cover privacy issues.
100	Mr. Durie told the Board the paint on the resident and visitor sides at the gate needs
101	to be repainted and requested they also be made larger.
102 103 104 105	SIXTH ORDER OF BUSINESS Old Business Items A. Consideration of Tree Removal Proposals
	On MOTION from Mr. Neville, seconded by Mr. Hallberg, with all in favor, the tree removal proposal from Brown's Tree Service, in the amount of \$2,135, was approved.
106 107 108 109 110	SEVENTH ORDER OF BUSINESS HOA Updates A. Heritage Harbour Master HOA 1. Discussion regarding the Beacon Walking Path Concerns This was discussed under the District Engineer's report.
111	Ms. Brantley updated the Board on the playground stating that it will be opened soon
112	once the sod takes hold. She also informed the Board the swing set will be revamped and
113	playground mushrooms will be added.
114	Ms. Brantley stated the Board will be voting on the demo and replacement of the
115	gazebos at their meeting on April 3rd, 2024, as the vendor will be in attendance.

116	The Dog Park will open on Monday, April 8th, 2024. Ms. Brantley informed the Board
117	they will review their budget at the May 7, 2024 meeting, and their attorney is currently
118	
	reviewing the gatehouse contract.
119 120	B. Stoneybrook HOA
120	No report was provided.
122	
123	C. Lighthouse Cove HOA
124 125	No report was provided.
125	D. Golf Course Update
127	No report was provided.
128	
129 130	EIGHTH ORDER OF BUSINESS Audience Comments There were no audience comments.
130	There were no addience comments.
132	NINTH ORDER OF BUSINESS Supervisor Requests
133	Mr. Hallberg questioned who was responsible for replacing the Beacon Lake walking
134	path. Mr. Frankel requested clarification from District Counsel, to which Mr. Cohen agreed
135	to provide a legal opinion at the next meeting.
136	Mr. Hallberg highlighted that the agreement with the Master is approaching its
137	expiration, suggesting that this could be a good time to revisit the verbiage.
138	Mr. Neville wanted to clarify everyone understood that all parties left understanding
139	the agreement between the Master and the CDD, when it was originally signed.
140	
141	TENTH ORDER OF BUSINESS Adjournment
142	
143	On MOTION by Mr. Frankel, seconded by Mr. Neville, with all in favor, the Board of
144 145	Supervisors approved to adjourn the meeting at 6:46 p.m.
146	
147 148	
148	Secretary / Assistant Secretary Chairman / Vice Chairman

Community Development District

Financial Report

March 31, 2024

Prepared by



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Community Development District

Financial Statements

(Unaudited)

March 31, 2024

Community Development District

Balance Sheet

March 31, 2024

ACCOUNT DESCRIPTION			SERVICE	GENERAL FIXED ASSETS	GENERAL LONG-TERM DEBT FUND	TOTAL		
ASSETS								
Cash - Checking Account	\$ 1,041,878	\$-	\$	- \$; -	\$-	\$-	\$ 1,041,878
Due From Other Funds	-	76,733	465,79	8	114,142	-	-	656,673
Investments:								
Money Market Account	489,705	-		-	-	-	-	489,705
Custody	-	336,686		-	-	-	-	336,686
Interest Fund (A-1)	-	-	8	0	-	-	-	80
Interest Fund (A-2)	-	-	1	2	-	-	-	12
Prepayment Account	-	-		-	1,276	-	-	1,276
Principal Fund (A-1)	-	-		5	-	-	-	5
Reserve Fund	-	-		-	30,421	-	-	30,421
Reserve Fund (A-1)	-	-	229,00	1	-	-	-	229,001
Reserve Fund (A-2)	-	-	29,76	3	-	-	-	29,763
Revenue Fund	-	-	165,71	0	41,058	-	-	206,768
Sinking Fund (A-2)	-	-	1	6	-	-	-	16
Fixed Assets								
Land	-	-		-	-	15,752,186	-	15,752,186
Improvements Other Than Buildir	-	-		-	-	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
TOTAL ASSETS	\$ 1,531,583	\$ 413,419	\$ 890,38	5\$	5 186,897	\$ 31,766,126	\$ 5,350,000	\$ 40,138,410
<u>LIABILITIES</u>								
Accrued Expenses	2,380	-		-	-	-	-	2,380
Bonds Payable	-	-		-	-	-	5,350,000	5,350,000
Due To Other Funds	656,673	-		-	-	-		656,673
							E 050 000	
TOTAL LIABILITIES	659,053	-		-	-	-	5,350,000	6,009,053
FUND BALANCES Restricted for:								
			000.00	~	400 007			4 077 000
Debt Service	-	-	890,38	5	186,897	-	-	1,077,282
Assigned to:	70.400							70,400
Operating Reserves	73,100	-		-	-	-	-	73,100
Reserves - Capital Projects	-	65,000		-	-	-	-	65,000
Reserves - Disaster Relief Unassigned:	- 799,430	25,000 323,419		-	-	- 31,766,126	-	25,000 32,888,975
TOTAL FUND BALANCES			¢ 200.20	5 °	196 907		¢	
	\$ 872,530	\$ 413,419	\$ 890,38	5\$	5 186,897	\$ 31,766,126	\$-	\$ 34,129,357
TOTAL LIABILITIES & FUND BALANC	\$ 1,531,583	\$ 413,419	\$ 890,38	5\$	5 186,897	\$ 31,766,126	\$ 5,350,000	\$ 40,138,410

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES						
Interest - Investments	\$ -	\$-	\$ 12,658	\$ 12,658	0.00%	
Special Assmnts- Tax Collector	292,399	292,399	273,837	(18,562)	93.65%	
TOTAL REVENUES	292,399	292,399	286,495	(5,904)	97.98%	
EXPENDITURES						
Administration						
P/R-Board of Supervisors	12,000	6,000	5,000	1,000	41.67%	
ProfServ-Arbitrage Rebate	500	500	500	-	100.00%	
ProfServ-Trustee Fees	12,000	12,000	10,166	1,834	84.72%	
Assessment Roll	5,460	5,460	-	5,460	0.00%	
Disclosure Report	1,000	1,000	-	1,000	0.00%	
District Counsel	52,000	26,000	17,190	8,810	33.06%	
District Engineer	30,000	15,000	15,000	-	50.00%	
District Manager	54,600	27,300	27,300	-	50.00%	
Auditing Services	3,405	3,405	3,402	3	99.91%	
Website Hosting/Email services	4,000	2,000	936	1,064	23.40%	
Miscellaneous Mailings	250	250	162	88	64.80%	
Public Officials Insurance	4,176	4,176	3,458	718	82.81%	
Legal Advertising	500	500	406	94	81.20%	
Miscellaneous Services	1,650	600	-	600	0.00%	
Misc. Administrative Fees	650	650	-	650	0.00%	
Dues, Licenses, Subscriptions	175	175		175	0.00%	
Total Administration	182,366	105,016	83,520	21,496	45.80%	

For the Period E	nding March	31,	2024
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ACCOUNT DESCRIPTION	AD	NNUAL DOPTED UDGET	YEAR TO DAT BUDGET	E	R TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Law Enforcement							
Deputy Services		12,000	6,00	00	975	5,025	8.13%
Total Law Enforcement		12,000	6,00	00	 975	 5,025	8.13%
Other Physical Environment							
Insurance - General Liability		5,950	5,9	50	4,912	1,038	82.55%
Property Insurance		22,040	22,04	40	26,455	(4,415)	120.03%
R&M-Irrigation	_	1,000	50	00	 -	500	0.00%
Total Other Physical Environment		28,990	28,49	90	 31,367	 (2,877)	108.20%
Road and Street Facilities							
R&M-Sidewalks		22,000	11,00	00	16,000	(5,000)	72.73%
Roadway Repair & Maintenance		27,100	13,5	50	13,264	286	48.94%
Street Sign Repairs/Replacements		7,500	3,75	50	3,750	-	50.00%
Guard & Gate Facility Maintenance		500	2	50	-	250	0.00%
Total Road and Street Facilities		57,100	28,5	50	33,014	 (4,464)	57.82%
Reserves							
Misc-Contingency		37,943	16,0	50	16,050	-	42.30%
Total Reserves		37,943	16,05	50	 16,050	 	42.30%
TOTAL EXPENDITURES & RESERVES		318,399	184,10	06	164,926	19,180	51.80%
Excess (deficiency) of revenues							
Over (under) expenditures		(26,000)	108,29	93	 121,569	 13,276	-467.57%
Net change in fund balance	\$	(26,000)	\$ 108,29	93	\$ 121,569	\$ 13,276	-467.57%
FUND BALANCE, BEGINNING (OCT 1, 2023)		750,961	750,90	61	750,961		
FUND BALANCE, ENDING	\$	724,961	\$ 859,2	54	\$ 872,530		

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE BUDGET		YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES									
Interest - Investments	\$	-	\$	-	\$	7,387	\$	7,387	0.00%
Special Assmnts- Tax Collector		90,000		90,000		76,733		(13,267)	85.26%
TOTAL REVENUES		90,000	90,000		84,120			(5,880)	93.47%
EXPENDITURES									
TOTAL EXPENDITURES & RESERVES		90,000		-		-		-	0.00%
Excess (deficiency) of revenues									
Over (under) expenditures		-		90,000		84,120		(5,880)	0.00%
Net change in fund balance	\$	-	\$	90,000	\$	84,120	\$	(5,880)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		329,299		329,299		329,299			
FUND BALANCE, ENDING	\$	329,299	\$	419,299	\$	413,419			

			•			
ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	AR TO DATE BUDGET	AR TO DATE	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES						
Interest - Investments	\$	-	\$ -	\$ 12,575	\$ 12,575	0.00%
Special Assmnts- Tax Collector		503,211	503,211	461,258	(41,953)	91.66%
TOTAL REVENUES		503,211	503,211	473,833	(29,378)	94.16%
EXPENDITURES						
Debt Service						
Interest Expense		208,211	 104,105	 106,393	 (2,288)	51.10%
Total Debt Service		503,211	 104,105	 106,393	 (2,288)	21.14%
TOTAL EXPENDITURES		503,211	104,105	106,393	(2,288)	21.14%
			,	,	(_,)	,
Excess (deficiency) of revenues Over (under) expenditures		_	399,106	367,440	(31,666)	0.00%
Over (under) experiationes		-	 399,100	 307,440	 (31,000)	0.00 %
Net change in fund balance	\$	-	\$ 399,106	\$ 367,440	\$ (31,666)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		522,945	522,945	522,945		
FUND BALANCE, ENDING	\$	522,945	\$ 922,051	\$ 890,385		

ACCOUNT DESCRIPTION	AI	NNUAL DOPTED UDGET	R TO DATE BUDGET	AR TO DATE ACTUAL	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES						
Interest - Investments	\$	-	\$ -	\$ 1,572	\$ 1,572	0.00%
Special Assmnts- Tax Collector		122,959	122,959	113,032	(9,927)	91.93%
TOTAL REVENUES		122,959	122,959	114,604	(8,355)	93.21%
EXPENDITURES						
Debt Service						
Interest Expense		47,959	 23,405	 22,336	 1,069	46.57%
Total Debt Service		122,959	 23,405	 22,336	 1,069	18.17%
TOTAL EXPENDITURES		122,959	23,405	22,336	1,069	18.17%
Excess (deficiency) of revenues						
Over (under) expenditures		-	 99,554	 92,268	 (7,286)	0.00%
Net change in fund balance	\$	-	\$ 99,554	\$ 92,268	\$ (7,286)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		94,629	94,629	94,629		
FUND BALANCE, ENDING	\$	94,629	\$ 194,183	\$ 186,897		

Notes to the Financial Statements March 31, 2024

Financial Overview / Highlights

► Total General Fund revenues are at approximately 97.98% of the Annual Budget.►

Total General Fund expenditures are at approximately 53.5% of the Annual Budget.

Balance Sheet				
Account Name		YTD Actual		Explanation
Assets				
Due from Other Funds		656,673		Due to Reserve fund and Debt Service. Transferring this month.
Liabilities				
Accounts Payable		0		Invoices for current month, but not paid in current month.
Due to Other Funds		656,673		Due to Reserve fund and Debt Service. Transferring this month.
Variance Analysis				
Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
General Fund 001				
Revenues				
Interest Income	-	12,658	N/A	Interest earned on investments from Money Market account.
Special Assessments-Tax Collector	292,399	273,837		Collections were at 90.34% at this time last year.
Expenditures				
<u>Administrative</u>				
Arbitrage Rebate	500	500		Paid in full for the year.
Trustee Fees	12,000	10,166		Paid in full for the year for both bonds.
District Counsel	52,000	17,190		Attend meetings, review documents miscellaneous phone calls, etc.
Public Officials Insurance	4,176	3,458	82.81%	Paid in full for the year.
Other Physical Environment	E 050	4 0 1 2	00 55%	Daidie 6 II fan Ikaanse
Insurance - General Liability	5,950	4,912		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.
Road and Street Facilities Sidewalk Repair & Maintenance	22.000	16,000	72.73%	Pressure cleaned sidewalks.
-	,			
Street Sign Repairs/Replacements	7,500	3,750	50.00%	Install Street Sign
<u>Reserves</u>	07 0 40	40.050	40.0001	
Misc-Contingency	37,943	16,050	42.30%	R&R 350" CLF Replacement Fence

Notes to the Financial Statements March 31, 2024

	Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Ex	penditures (con't)				
	Reserve Fund 005				
Re	evenues				
	Interest Income	-	7,387	N/A	Interest earned on Custody trust account.
	Special Assessments-Tax Collector	90,000	76,733	85.26%	Collections were at 90.34% at this time last year.
	Debt Service - Series 2013				
Re	evenues				
	Interest Income	-	12,575	N/A	Interest earned on trust accounts.
	Special Assessments-Tax Collector	503,211	461,258	91.66%	Collections were at 90.34% at this time last year.
Ex	penditures				
	Debt Service				
	Interest Expense	208,211	106,393	51.10%	Next payment will be made in May.
	Debt Service - Series 2015				
Re	evenues				
	Interest Income	-	1,153	N/A	Interest earned on trust accounts.
	Special Assessments-Tax Collector	122,959	113,032	91.93%	Collections were at 90.34% at this time last year.
Ex	penditures				
	Debt Service				
	Interest Expense	47,959	22,336	46.57%	Next payment will be made in May.

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Community Development District

Supporting Schedules

March 31, 2024

Community Development District

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

									Allocatio	on b	by Fund		
Date Rcvd		Net Amount Received	(Per	count / nalties) nount	 ollection Costs		Gross Amount Received	General Fund	Reserve Fund	-	eries 2013 ebt Service Fund	-	eries 2015 ebt Service Fund
Assessme Allocation		Levied				:	\$1,848,350 59%	\$321,183 17.38%	\$90,000 4.87%		\$541,009 29.27%		\$132,575 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
01/29/24		72,689		2,248	2,248		77,186	21,522	6,031		36,253		8,884
02/13/24		26,864		548	2,248		29,660	7,954	2,229		13,398		3,283
03/19/24		16,470		166	2,248		18,885	4,877	1,366		8,214		2,013
TOTAL	\$	924,860	\$	36,664	\$ 47,497	\$	1,009,021	\$ 273,837	\$ 76,733	\$	461,258	\$	113,032
% COLLEC	CTE	D					54.59%						
TOTAL O	UTS	TANDING						\$ 47,346	\$ 13,267	\$	79,751	\$	19,543

Cash and Investment Balances March 31, 2024

ACCOUNT NAME	BANK NAME	<u>YIELD</u>	E	BALANCE
GENERAL FUND				
Operating Account - Business Checking	BankUnited	0.00%	\$	1,041,878 (1)
Money Market Account	BankUnited	5.45%	\$	489,705
Reserve Custody Account	US Bank	5.25%	\$	336,686
Series 2013 A1 Interest	WellsFargo Trust	5.22%	\$	80
Series 2013 A2 Interest	WellsFargo Trust	5.22%	\$	12
Series 2013 A1 Principal	WellsFargo Trust	5.22%	\$	5
Series 2013 A1 Reserve	WellsFargo Trust	5.22%	\$	230,000
Series 2013 A2 Reserve	WellsFargo Trust	5.22%	\$	29,893
Series 2013 A1/A2 Revenue	WellsFargo Trust	5.22%	\$	206,768
Series 2013 A2 Sinking	WellsFargo Trust	5.22%	\$	16
		Subtotal	\$	466,774
Series 2015 Prepayment	US Bank	5.25%	\$	1,276
Series 2015 Reserve	US Bank	5.25%	\$	30,421
Series 2015 Revenue	US Bank	5.25%	\$	41,058
		Subtotal	\$	72,755

Grand Total \$ 2,407,797

1) \$656,673 to transfer to debt service in April

Community Development District

Payment Register by Fund For the Period from 03/01/24 to 03/31/24 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
SENERAL FUND	<u>- 001</u>						
OO1	03/07/24	BERGER,TOOMBS,ELAM,GAINES & FRANK	01312024	AUDIT FYE 2022	Auditing Services	532002-51301 Check Total	\$3,325.00 \$3,325.00
OO1 001		INFRAMARK INFRAMARK	110781 111512	FEB24 VARIABLE CHARGES-POSTAGE MAR24 MANAGEMENT SERVICES	Miscellaneous Mailings District Manager	541030-51301 531150-51301 <i>Check Total</i>	\$3.17 \$4,550.00 <i>\$4,553.17</i>
O01	03/07/24	LLS TAX SOLUTIONS INC.	003122	ARBITRAGE SERVICES SERIES 2015	ProfServ-Arbitrage Rebate	531002-51301 Check Total	\$500.00 \$500.00
OO1	03/07/24	PERSSON,COHEN,MOONEY,FERNANDEZ & JACKSON. F	9 4789	LEGAL SERVICES 02/24	District Counsel	531146-51401 Check Total	\$4,189.50 \$4,189.50
CHECK # 15075 001	03/07/24	SCHAPPACHER ENGINEERING LLC	2609	ENGINEERING SRVCS THRU 01/31/24	District Engineer	531147-51501 Check Total	\$637.50 \$637.50
CHECK # 15076 001	03/07/24	ERIC NELS HALLBERG	020624	BOARD MEETING 02/06/24	P/R-Board of Supervisors	511001-51101 Check Total	\$200.00 \$200.00
CHECK # 15077 001	03/18/24	ERIC NELS HALLBERG	030524	BOARD MEETING 03/05/2024	P/R-Board of Supervisors	511001-51101 Check Total	\$200.00 \$200.00
CHECK # 15078 001	03/18/24	MANATEE COUNTY SHERIFF'S OFFICE	2281	PATROL SERVICE FOR 02/09/24 AND 02/23/2	Deputy Services	534205-52101 Check Total	\$390.00
CHECK # 15079 001	03/18/24	SCHAPPACHER ENGINEERING LLC	2626	ENGINEERING SRVCS THRU 02/28/24	District Engineer	531147-51501 Check Total	\$4,487.50
CHECK # 15080 001	03/26/24	JJ PAVEMENT MARKETING WORKS LLC	SC03212404-01	THERMOPLASTICS MARKINGS	Roadway Repair & Maintenance		\$5,060.45
CHECK # 15081 001	03/26/24	MCCLATCHY COMPANY LLC	206388		Legal Advertising	548002-51301 Check Total	\$406.03
CHECK # DD126 001	03/12/24	DARNELL BACON -EFT	020624	BOARD MEETING 02/06/24	P/R-Board of Supervisors	511001-51101	\$200.00
CHECK # DD127 001	03/12/24	MICHAEL J NEVILLE - EFT	020724 EFT	SUPERVISOR FEE 02/06/24	P/R-Board of Supervisors	Check Total 511001-51101	\$200.00
CHECK # DD128 001	03/12/24	PHILIP I FRANKEL - EFT	020624	BOARD MEETING 02/06/24	P/R-Board of Supervisors	Check Total 511001-51101 Check Total	\$200.00 \$200.00 \$200.00

Community Development District

Payment Register by Fund For the Period from 03/01/24 to 03/31/24 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # DD129 001	03/19/24	DARNELL BACON -EFT	030524	BOARD MEETING 03/05/2024	P/R-Board of Supervisors	511001-51101 Check Tota l	\$200.00 \$2 <i>00.00</i>
O01	03/19/24	MICHAEL J NEVILLE - EFT	030524	BOARD MEETING 03/05/2024	P/R-Board of Supervisors	511001-51101 Check Total	\$200.00 \$2 <i>00.00</i>
CHECK # DD131 001	03/19/24	PHILIP I FRANKEL - EFT	030524	BOARD MEETING 03/05/2024	P/R-Board of Supervisors	511001-51101 Check Total	\$200.00 \$200.00 \$200.00
CHECK # 15069 001	03/06/24	ROBIN SPENCER	PAYROLL	March 06, 2024 Payroll Posting			\$184.70
						Fund Total	25333.85

Total Checks Paid 25333.85

OINFRAMARK

INVOICE

2002 West Grand Parkway North	
Suite 100	INVOICE#
Katy, TX 77449	#110781
DUL TO	CUSTOMER ID
BILL TO	C4958
Heritage Harbour South Community Development	PO#
313 Campus St	
Celebration FL 34747-4982	
United States	

Services provided for the Month of: February 2024

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage 001-541006-51301-5000	1	Ea	3.17		3.17
Subtotal					3.17

Subtotal \$3.17	Subtotal
Tax \$0.00	Тах
Total Due \$3.17	otal Due

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: Account Number: Wire - Bank Routing Number: / SWIFT Code: / Account Number:

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

OINFRAMARK

INVOICE

2002 West Grand Parkway North		
Suite 100	INVOICE#	
Katy, TX 77449	#111512	
DII TO	CUSTOMER ID	
BILL TO	C4958	
Heritage Harbour South Community		
Development	PO#	
313 Campus St		
Celebration FL 34747-4982		
United States		

Services provided for the Month of: March 2024

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Administrative Fees	1	Ea	4,550.00		4,550.00
Subtotal					4,550.00

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: Account Number:

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

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 Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, FL 33614



INVOICE # 003122 DATE 08/31/2023 DUE DATE 09/30/2023 TERMS Net 30

DESCRIPTION	AMOUNT
Total Billing for Arbitrage Services in connection with the \$1,685,000 Heritage Harbour South Community Development District Capital Improvement Revenue Refunding Bond, Series 2015 – Rebate Requirement Calculation for the period ended July 20, 2023.	500.00
BALANCE DUE	\$500.00

66 į.

INVOICE

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A. ATTORNEYS AND COUNSELORS AT LAW

Invoice # 4789 Date: 03/04/2024 Due On: 04/04/2024

Heritage Harbour South Community Development District inframark@avidbill.com

Statement of Account

	Outstanding Balance		New Charges		Payments Received		Total Amount Outstanding
(\$0.00	+	\$4,189.50) - (\$0.00) =	\$4,189.50

HHSOUTH

Heritage Harbour South Community Development District

Туре	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	02/01/2024	Tele-conv. with Supervisor Spencer re: operation of gates and access issues for CDD roadways.	0.25	\$294.00	\$73.50
Service	AHC	02/05/2024	Continued review of agenda package and prepare for 2/6 CDD meeting. Tele-conv. with Supervisor Neville re: issues for CDD meeting. E-mail minute revisions and audit letter revisions to District management. Review e-mails from Engineer re: 2/6 agenda items.	3.00	\$294.00	\$882.00
Service	AHC	02/06/2024	Final review and preparation for CDD meeting. Attend meeting.	4.00	\$294.00	\$1,176.00
Service	AHC	02/07/2024	Follow-up on action items from 2/6 CDD meeting.	0.25	\$294.00	\$73.50
Service	AHC	02/08/2024	Review revised audit engagement letter and provide comments.	0.25	\$294.00	\$73.50
Service	AHC	02/13/2024	Begin preparation of draft lease agreement between Master HOA and CDD for gatehouse area.	0.50	\$294.00	\$147.00
Service	AHC	02/14/2024	Continued drafting lease for gatehouse and e-mail draft to Chairman and District management for review/comment. Review issues regarding Villas and addition of O&M and Bond debt. E-mail finance department.	1.00	\$294.00	\$294.00

				Ţ	Fotal	\$4,189.50
				Sub	total	\$4,189.50
Service	AHC	02/27/2024	Initial review of agenda package for 3/5 CDD meeting.	0.25	\$294.00	\$73.50
Service	AHC	02/22/2024	Tele-conv. with CDD financial advisor re: changes to golf course assessments. Exchange multiple e-mails with District management re: Board seats/elections. Prepare Resolution for General Election and e-mail to District management.	1.50	\$294.00	\$441.00
Service	AHC	02/21/2024	Review draft minutes from 2/6 CDD meeting and provide comments. Prepare for and attend Teams meeting with District management and finance team to discuss golf course villas assessments. Tele-conv. with Chairman post meeting to update regarding assessments.	1.50	\$294.00	\$441.00
Service	AHC	02/20/2024	Coordinate Teams meeting to discuss Golf Course assessment issues and initial review of chart from finance team.	0.25	\$294.00	\$73.50
Service	DPL	02/17/2024	AQUATERRA: review of Aquaterra documents	1.00	\$294.00	\$294.00
Service	AHC	02/16/2024	Review and reply to e-mail regarding issues concerning vulture control.	0.25	\$294.00	\$73.50
Service	AHC	02/15/2024	Exchange e-mails with district management re: coordination of Teams meeting to discuss golf course revised assessments.	0.25	\$294.00	\$73.50

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.

Schappacher Engineering LLC

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

Bill To

Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Pro	oject
		Due on receipt	HH South CD	D Engineering
Serviced	Description	Quantity	Rate	Amount
1/9/2024	Review invoice for sidewalk repairs and forward to CDD manager for payment. Send contract for signage repairs to CDD chairperson for signature. Review e-mail from CDD chairperson regarding ponding issues on sidewalks and reach out for clarification. Coordinate with CDD manager for signed contracts for sidewalk repairs. Coordinate with CDD manager for payment of signage repair deposit invoice.	1	150.00	150.00
1/10/2024	Prepare justification of costs for CDD manager. Distribute fully executed sidewalk contract to all parties.	0.5	150.00	75.00
1/15/2024	Review photos of Beacon Lake bank and asphalt path, respond with recommendations.	0.25	150.00	37.50
1/16/2024	Respond to e-mail regarding sidewalk ponding.	0.25	150.00	37.50
1/17/2024	Coordinate with sign vendor to get W9 and invoice to Inframark.	0.25	150.00	37.50
1/25/2024	Updates with CDD chairperson, prepare maps and coordinate with Marketplace engineer for roadway concerns on Heritage Green Way, River Heritage Isles and Grand Harbour Parkway.	1	150.00	150.00
1/29/2024	Coordinate with CDD manager for resident concern about pump behind 219 Beacon Harbour Loop. Review plans and respond. Coordinate with Marketplace representative for updates on work and roadways.	0.75	150.00	112.50
1/31/2024	Respond to CDD manager regarding resident concern about a compromised tree.	0.25	150.00	37.50
Please make checks Thank you for your	payable to Schappacher Engineering business!	To	tal	\$637.50

Invoice

Date	Invoice #
2/9/2024	2609

Attendance Confirmation for Board of Supervisors

	District Name:	Heritage Harbour South CDD				
	Board Meeting Date:	March 5, 2	024			
	Name	In Attendance Please X	Paid			
1	Eric Hallberg	Х	\$200.00			

Kristee Cole

Date

3/5/2024

REVISED 3/6/2024 7:36

Manatee County Sheriff's Office			INVOICE
600 Highway 301 Boulevard West	Ir	nvoice ID:	2281
Bradenton, FL 34205		Date:	02/01/2024
Bill To:	Cu	stomer #:	
Heritage Harbour South CDD	[Due Date:	03/31/2024
Attention:	R	eference:	
8000 Stone Harbour Loop			
Bradenton, FL 34212			
kristee.cole@inframark.com;leann.chiarelli@inframark.com DESCRIPTION	QTY	RATE	TOTAL
Marked Car - Richard Brissette from 2/9/2024 5:00 PM to 2/9/2024 8:00 PM	3.000	\$60.00	\$180.00
\$5.00 Equipment Fee	3.000	\$5.00	\$15.00
Marked Car - Richard Brissette from 2/23/2024 5:00 PM to 2/23/2024 8:00 PM	3.000	\$60.00	\$180.00
\$5.00 Equipment Fee	3.000	\$5.00	\$15.00
TOTAL:	12.000		\$390.00

Amount Paid:	\$0.00
Balance Due:	\$390.00

Notes

February 2024

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

Bill To

Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Pr	oject
		Due on receipt	HH South CD	D Engineering.
Serviced	Description	Quantity	Rate	Amount
2/2/2024	Site review for Annual Asset Review in reference to CDD owned infrastructure.	6.75	150.00	1,012.50
2/5/2024	Download and log photos from site reviews. Prepare photo summary for sidewalk deficiencies. Prepare photo summary of sidewalk flumes throughout community. Respond to CDD manager regarding sidewalk flumes and discuss compromised tree. Coordinate with arborist and send photos for assessment.	4.75	150.00	712.50
2/6/2024	Prepare bid packages and send to contractors for bid consideration. Prepare striping repair bid package. Coordinate with Marketplace representatives for updates, coordinate with staff on Roadway Lifespan Map updates. Coordinate with signage vendor for installation schedule. Site reviews prior to CDD meeting to check on roadways within Marketplace, check on tree behind 9008 Brookfield Terrace and check on pot holes. Attend CDD meeting and forward photo summaries to board members.	7.75	150.00	1,162.50
2/7/2024	Follow up with Marketplace and engineer in response to board discussions at CDD meeting. Revise sidewalk bid form to add sidewalk flumes and coordinate changes with bidders. Finalize striping repair bid package and send to vendors for bids. Forward ownership map to Stoneybrook HOA showing CDD ownership of parcels. Coordinate with Mark Bruce on alerting golfers to yield to cars.	5.25	150.00	787.50
2/8/2024	Prepare roadway pothole photo summary and map, forward to vendors for repairs. Prepare photos summary report for compromised tree behind 9008 Brookside Terrace and forward to CDD manager. Coordinate with Mark Bruce for proper notification of golfers crossing roads.	2	150.00	300.00
2/13/2024	Prepare justification of costs for Inframark.	0.25	150.00	37.50
2/17/2024	Roadway lifespan map updates	0.25	100.00	25.00
2/19/2024	Forward documents to CDD manager to include in next agenda package.	0.25	150.00	37.5
2/20/2024	Review e-mail on damaged sidewalk and need for added sidewalk flume. Revise documents to include this then send out bid reminders to vendors.	0.75	150.00	112.5
ease make check ank you for you	s payable to Schappacher Engineering r business!	То	tal	

Date	Invoice #
2/7/2024	2626

Invoice

Schappacher Engineering LLC

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

Bill To

Heritage Harbour South CDD C/O Inframark 210 N. University Drive, Suite 702 Coral Springs, FL 33071

		Terms	Pr	oject
		Due on receipt	HH South CE	D Engineering
Serviced	Description	Quantity	Rate	Amount
2/21/2024	Review meeting minutes and respond to CDD manager with comments.	0.25	150.00	37.50
2/23/2024	Review bids for sidewalk repairs, respond to questions from bidders. Prepare bid tabulation form and forward to Inframark to include in next	1	150.00	150.00
2/28/2024	2/28/2024agenda package. Send out bid reminders for striping repairs.2/28/2024Coordinate with CDD manager regarding documents for upcoming CDD meeting. Coordinate with Marketplace developer for updates on access roads, traffic light and repairs along Beacon Lake.		150.00	112.50
Please make checks Thank you for your	payable to Schappacher Engineering business!	To	tal	\$4,487.50

Date	Invoice #
2/7/2024	2626

Invoice

	INVOICE NUMBER	DATE
	SC03212404-01	3/21/2024
JJ Pavement Marking Works LLC 6008 61st CT E PALMETTO FL 34221 PH: 941 803-6223	IN	VOICE

EMAIL: jjpavementmarkingworks@gmail.com

BILL TO: Heritage Harbour South CDD c/o Inframark 313 Campus Street Celebration, FL 34747

JOB:	HERITAGE HARBOR	DATES:	3/15/2	4&3/19/24
ITEM	DESCRIPTION	QTY	UNIT	TOTAL
	THERMOPLASTIC MARKINGS			\$5,060.45
	12" WHT	1424'	2.85 LF	
	24'' WHT	169'	4.85 LF	
	HIGH DEFINITION CROSSWALK	64'	2.85 LF	
		TOT	AL DUE :	\$5,060.45

RECOMMENDED FOR PAYMENT:

THANK YOU

Jek Selippahr 3/22/24

Attendance Confirmatic

for Board of Supervisors

	District Name:	Heritage Harbour Sout <u>h</u> CDD <u>F</u> ebruary 6, 2024		
	Board Meeting Date:			
	Name	In Attendance Please X	Paid	
1	Mike Neville	Х	\$200.00	

Kristee Cole

District Manager Signature

REVISED 2/7/2024 15:17

Attendance Confirmation for Board of Supervisors

	District Name:	Heritage Harbour South CDD	
	Board Meeting Date:	March 5, 2024	
	Name	In Attendance Please X	Paid
1	Darnell Bacon	Х	\$200.00

Kristee Cole

REVISED 3/6/2024 7:37

Date

3/5/2024

25

Attendance Confirmation for Board of Supervisors

	District Name:	Heritage Harbour South CDD	
	Board Meeting Date:	March 5, 2024	
	Name	In Attendance Please X	Paid
1	Mike Neville	Х	\$200.00

Kristee Cole
District Manager Signature

REVISED 3/6/2024 7:36

Date

3/5/2024

Attendance Confirmation for Board of Supervisors

	District Name:	Heritage Harbour South CDD	
	Board Meeting Date:	March 5, 202	24
	Name	In Attendance Please X	Paid
1	Phil Frankel	Х	\$200.00

Kristee Cole
District Manager Signature

Date

3/5/2024

REVISED 3/6/2024 7:36

Prepared by and return to: Kelly M. Fernandez, Esq. Persson & Cohen, P.A. 6853 Energy Ct. Lakewood Ranch, FL 34240

NOTICE AS TO OWNERSHIP AND MAINTENANCE OF ROAD RIGHT-OF-WAY, LAKE AND DRAINGAGE EASEMENT, AND CONSERVATION EASEMENT TRACTS

THIS NOTICE is made on this _____ day of ______, 2016, by Stoneybrook at Heritage Harbour Community Association, Inc., a Florida not-for-profit corporation, whose address is 200 Golden Harbour Trail, Bradenton, FL 34212 (hereinafter "Association").

WITNESSETH

WHEREAS, the Association is the homeowners' association responsible for governing the subdivision known as Stoneybrook at Heritage Harbour; and

WHEREAS, Heritage Harbour South Community Development District (hereinafter "Heritage Harbour South CDD") is a community development district established on August 28, 2001 pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance No. 01-45; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase A, Unit 1 in Plat Book 39, Page 160, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase A, Unit 1 Plat") indicates that Tracts 300-309 are road rights-of-way to be maintained by the Association, and Tracts 800-802 are road rights-of-way to be maintained by Heritage Harbour Master Association, Inc. (hereinafter "Master Association"); and

WHEREAS, the Subphase A, Unit 1 Plat indicates that Tracts 500-511 are lake and drainage easement areas that are to be maintained by the Master Association; and

WHEREAS, the Subphase A, Unit 1 Plat indicates that Tracts 600-608 are conservation easements that are to be maintained by the Master Association; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase A, Unit 2

& Unit 3 in Plat Book 42, Page 70, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase A, Units 2 & 3 Plat") indicates that Tracts 302, 303, 305, and 310 are road rights-of-way and drainage easements and public utility easements to be maintained by the Association; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase A, Unit 4 in Plat Book 43, Page 91, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase A, Unit 4 Plat") indicates that Tract 316 is a private road right-of-way to be maintained by the Association; and

WHEREAS, the Subphase A, Unit 4 Plat indicates that Tract 520 is a lake and drainage easement area that is to be maintained by the Master Association; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase C, Unit 1 in Plat Book 43, Page 34, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase C, Unit 1 Plat") indicates that Tracts 317-320 are road rights-of-way to be maintained by the Association; and

WHEREAS, the Subphase C, Unit 1 Plat indicates that Tracts 517-519 are lake and drainage easement areas that are to be maintained by the Master Association; and

WHEREAS, the Subphase C, Unit 1 Plat indicates that Tracts 611-613 are conservation easements that are to be maintained by the Master Association; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase C, Unit 2 in Plat Book 44, Page 74, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase C, Unit 2 Plat") indicates that Tracts 321 and 327 are road rights-of-way to be maintained by the Association; and

WHEREAS, the Subphase C, Unit 2 Plat indicates that Tracts 521-530 are lake and

2



drainage easement areas that are to be maintained by the Master Association; and

WHEREAS, the Subphase C, Unit 2 Plat indicates that Tracts 614-617 are conservation easement areas that are to be maintained by the Master Association; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase D, Unit 1 in Plat Book 44, Page 168, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase D, Unit 1 Plat") indicates that Tracts 322-326 and 328 are road right-of-way and drainage easement and public utility easement tracts that are to be maintained by the Association; and

WHEREAS, the Subphase D, Unit 1 Plat indicates that Tracts 532-550 are lake and drainage easement areas that are to be maintained by the Master Association; and

WHEREAS, the Subphase D, Unit 1 Plat indicates that Tracts 618-624 are conservation easement areas that are to be maintained by the Master Association; and

WHEREAS, the Plat recorded for Stoneybrook at Heritage Harbour, Subphase D, Unit 2 in Plat Book 50, Page 10, et seq. of the Public Records of Manatee County, Florida (hereinafter "Subphase D, Unit 2 Plat") indicates that Tract 335 is a private road right-of-way and private drainage easement and public utility easement tract that is to be maintained by the Association; and

WHEREAS, subsequent to the establishment of Heritage Harbour South CDD, Tracts 300-310, 316-328, 335, 500-511, 517-530, 532-550, 600-608, 611-624, and 800-802 were conveyed to Heritage Harbour South CDD and thereby dedicated to public use; and

800

WHEREAS, Heritage Harbour South CDD is responsible for the maintenance of the aforementioned Tracts, unless agreed otherwise in a properly approved written instrument; and

WHEREAS, Heritage Harbour South CDD has requested, and the Association has

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agreed, to clarify for the public record the ownership and control of the aforementioned Tracts.

NOW THEREFORE, the Association hereby states as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Heritage Harbour South CDD owns Tracts 300-310, 316-328, 335, 500-511, 517-530, 532-550, 600-608, and 611-624 and is responsible for maintaining them unless otherwise agreed in a properly approved written instrument. Heritage Harbour South CDD owns Tracts 800-802; however, they lie outside of the boundaries of Heritage Harbour South CDD and are maintained by the Master Association.

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REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has executed this Notice as of the day and year written above.

STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.

Witnesses:

Print Name:		
FILL INALLE.	 	

Its: _________(Title of Authorized Representative)

By:_____

Print Name:

Date:_____

 SWORN TO AND SUBSCRIBED before me by _________ who is

 (Notary choose one) [] personally known to me, or [] who has produced _______ as

 identification, this ______ day of ______, 2016.

Signature of Notary Public

(Notary Seal)

Acknowledged this _____ day of _____, 2016 by:

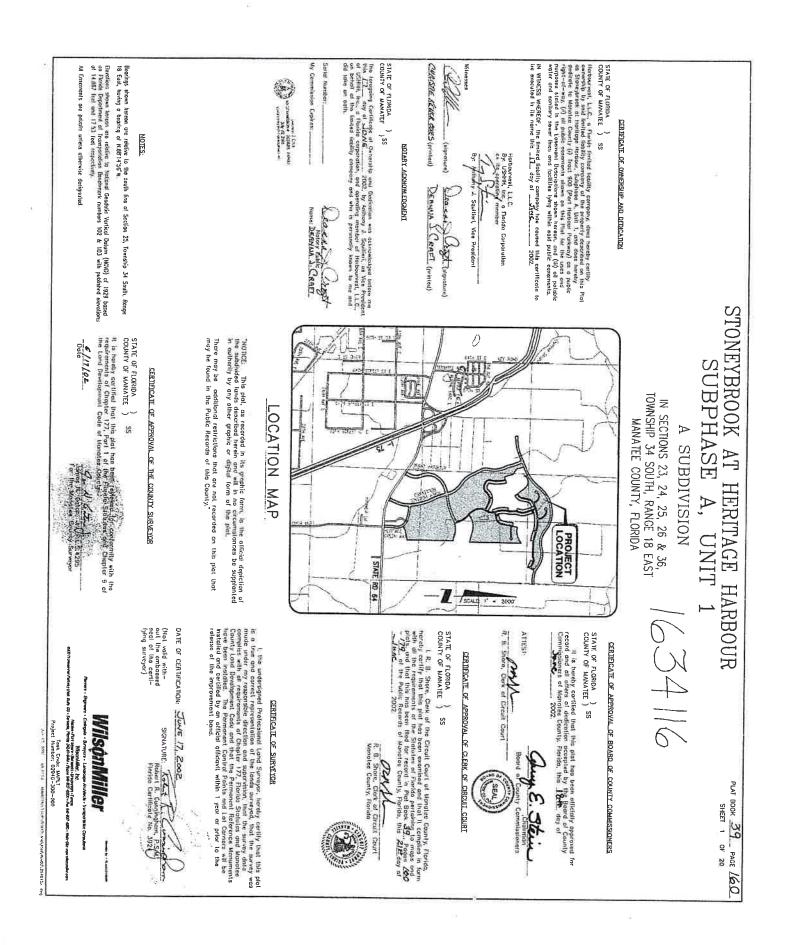
HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary / Assistant Secretary

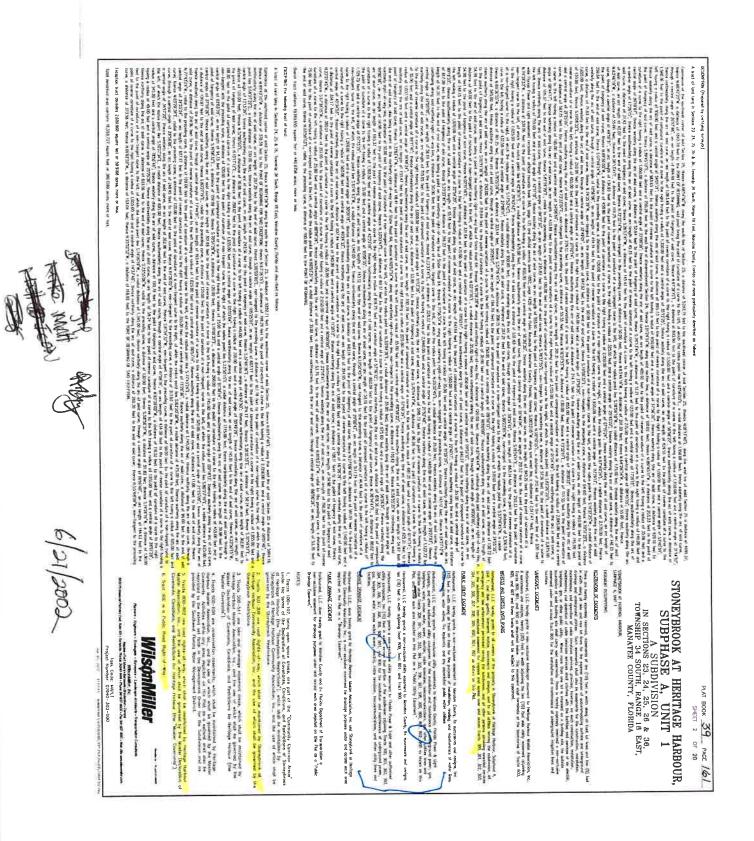
Chairman / Vice Chairman

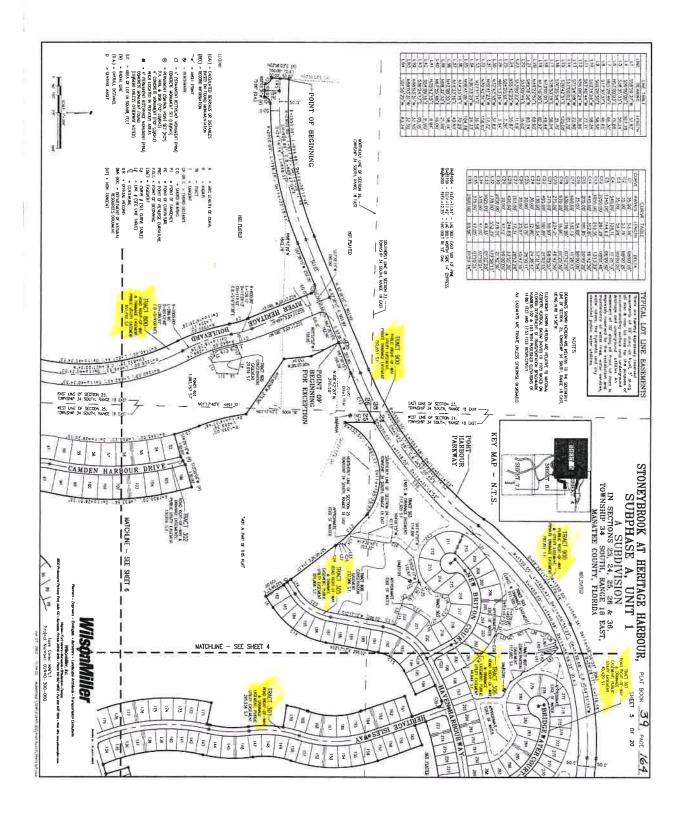
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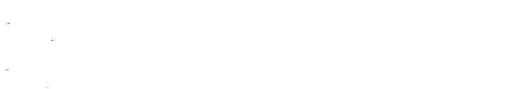




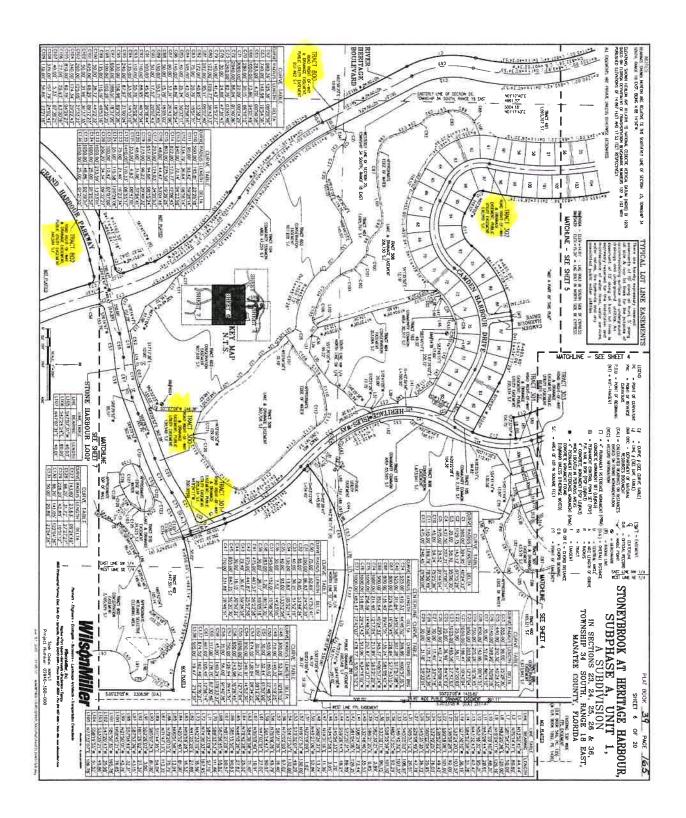
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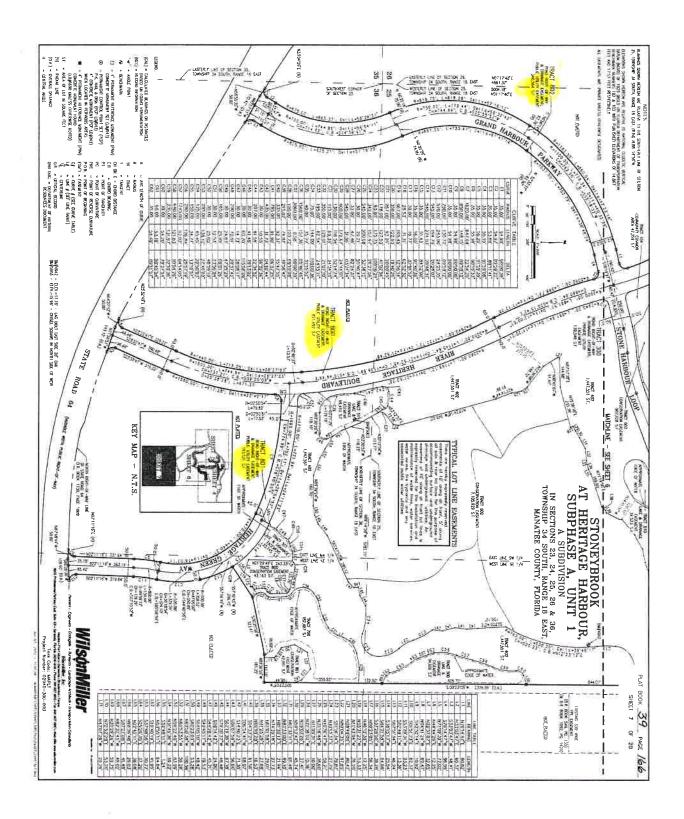


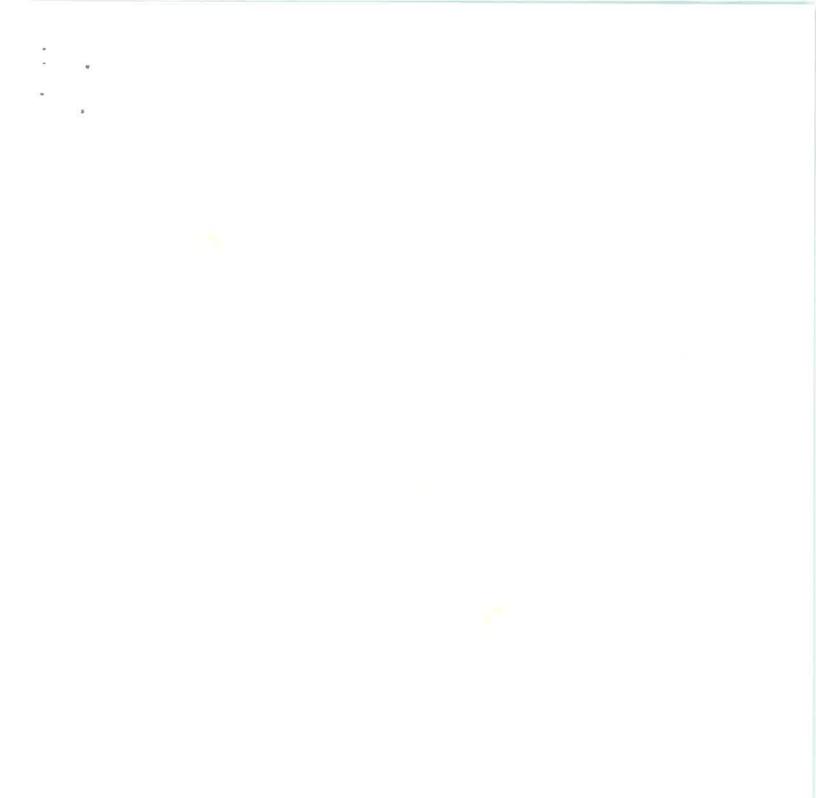


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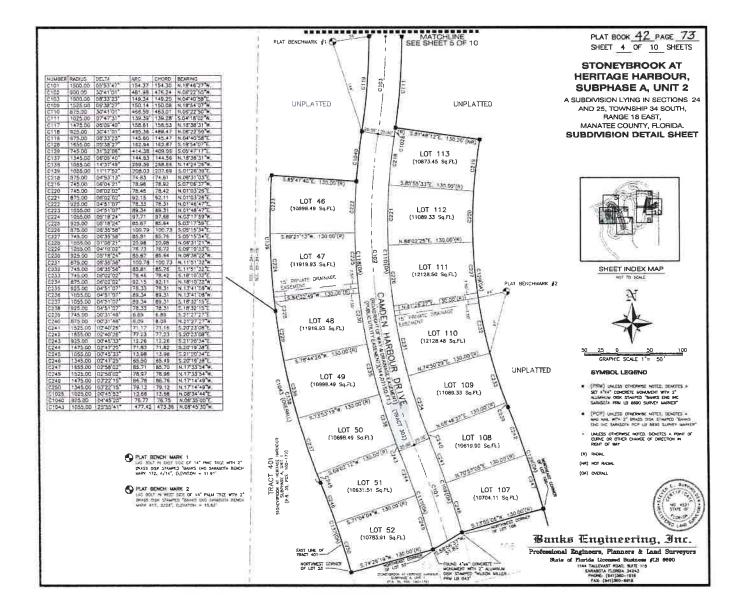


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CERTIFICATE OF APPROVAL OF MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA) COUNTY OF MANATEE) SS

IT IS HEREBY CONTRED THAT THIS PLAT HAS IN OFTERS OF DEDICATION ACCOPTED AT THE BOAT



CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

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HARBOURNEST, LL.C., A FLORDA, LIMITED LUARLITY COMPANY, MO HERITAGE HARBOUR SOUTH COMMANTY EXCALIDARIENT EXTERCT, AN INDEPENANT SPECIAL EXTERCT HEER HARBOUL, SUBJECT EXTER HARBOHREY OF THE PREVENT "TOTHER HARBOUL AT INFERTION HARBOUL, SUBJECT EXTERN EXCERPTION OF THE PREVENT HARBOUL AT INFERTION HARBOUL, SUBJECT AND EXCERPTION IN THE FLAT HAR DO ADDREST GOLDARY, ALL EXABLEMENT SHOTH HARD EXCERPTION TOTAL HELS AN UNIVORUS STATEMENT IN THE TAXABULE INCOMENTATION HARD EXCERPTION TOTAL HELS AN UNIVORUS STATEMENT HAR TAXABULE INCOMENTATION HARD EXCERPTION AND HARDOUT AND HARBOULT AND THE TAXABULE INCOMENTATION HARD EXCERPTION AND HARDOUT AND HARDOUT AND HARD TAXABULE AND HARD AND HARD AND HARD AND ADDREST AND HARDOUT AND HARD AND HARD AND HARD AND HARD AND HARD AND ADDREST AND HARDOUT AND HARD AND HARD AND HARD AND HARD AND HARD AND HARD AND ADDREST AND HARDOUT AND HARD AND HARD AND HARD AND HARD AND HARD AND ADDREST AND HARD AND HARD AND HARD AND HARD AND HARD AND HARD AND ADDREST AND HARD AND ADDREST AND HARD AND ADDREST AND HARD AND

N WITHERS WEREDF, THE COMPANY HAS CAUGED THIS CENTRICATE TO BE ENERGYTED IN ITS HAMI THIS 17_ DAY OF FEREINMECT, A.D., 2004. ME

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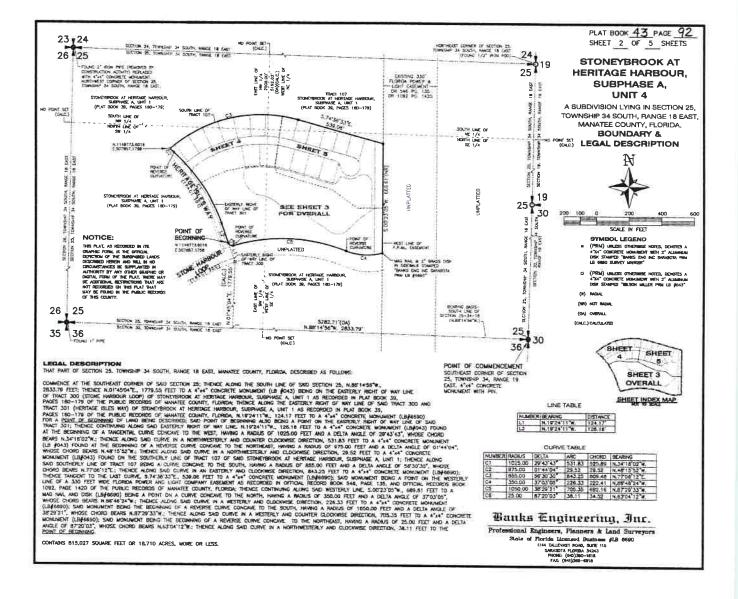
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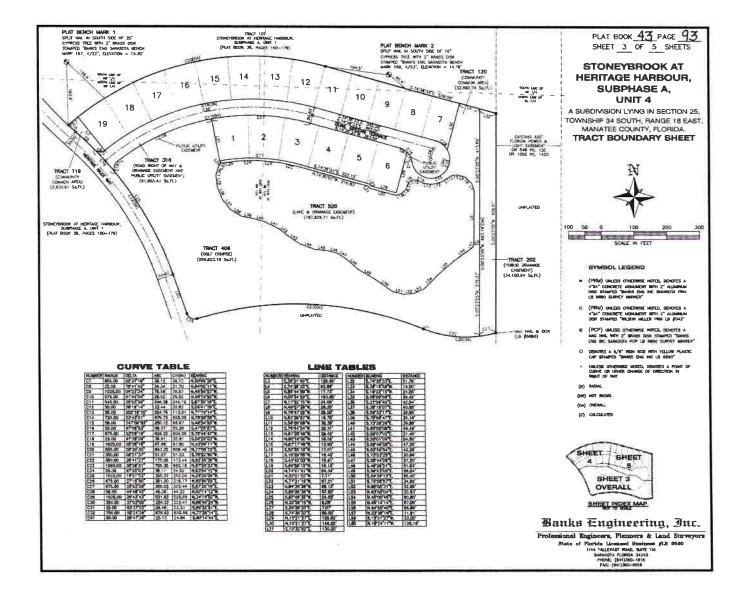
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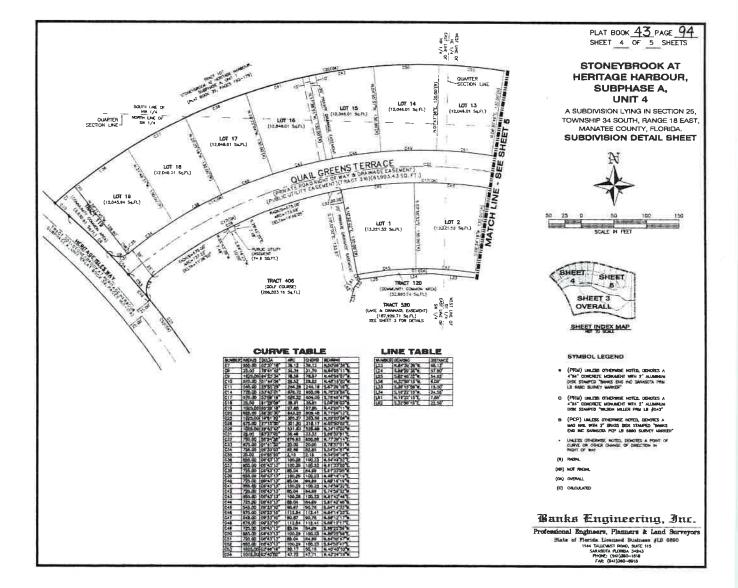
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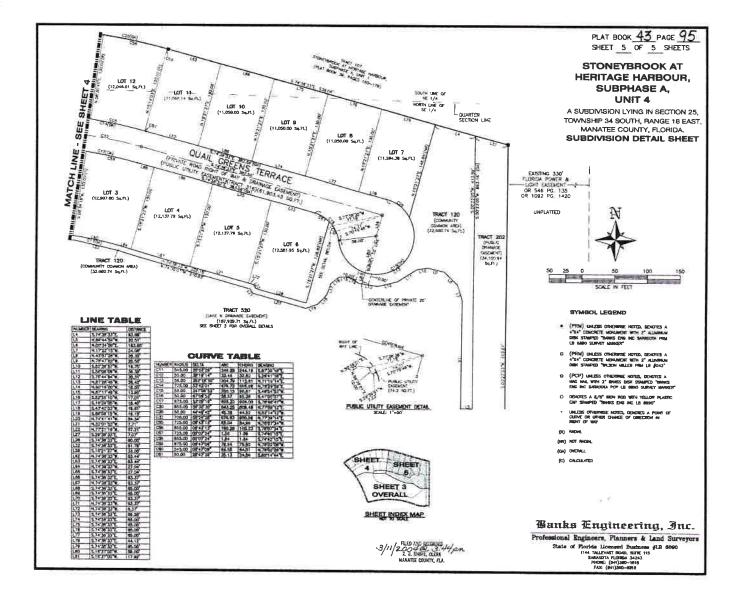
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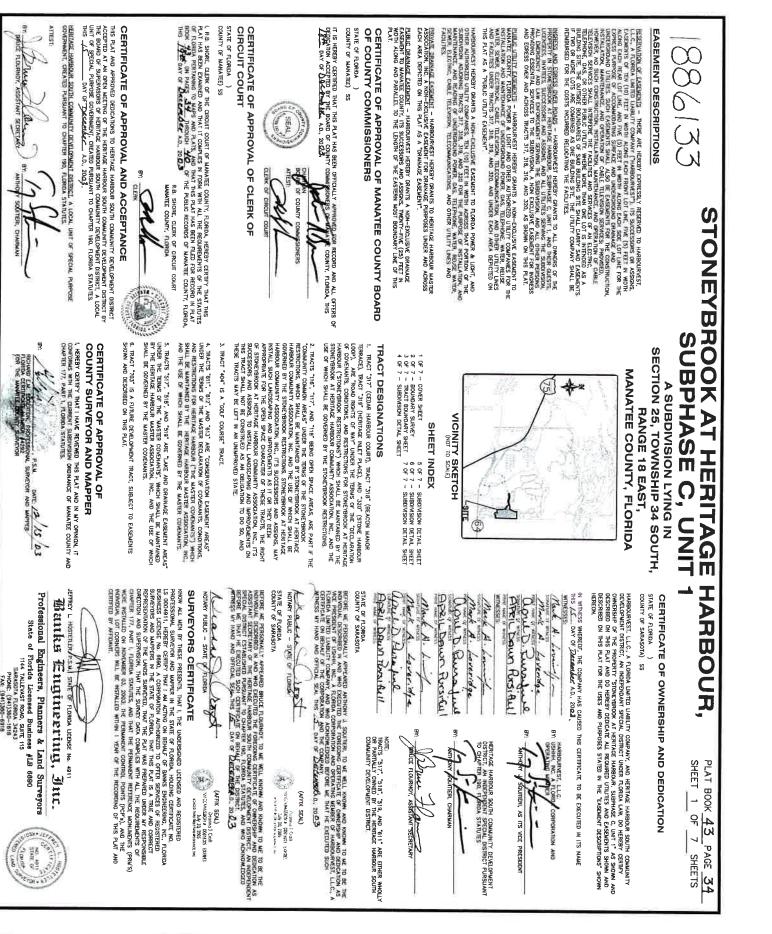


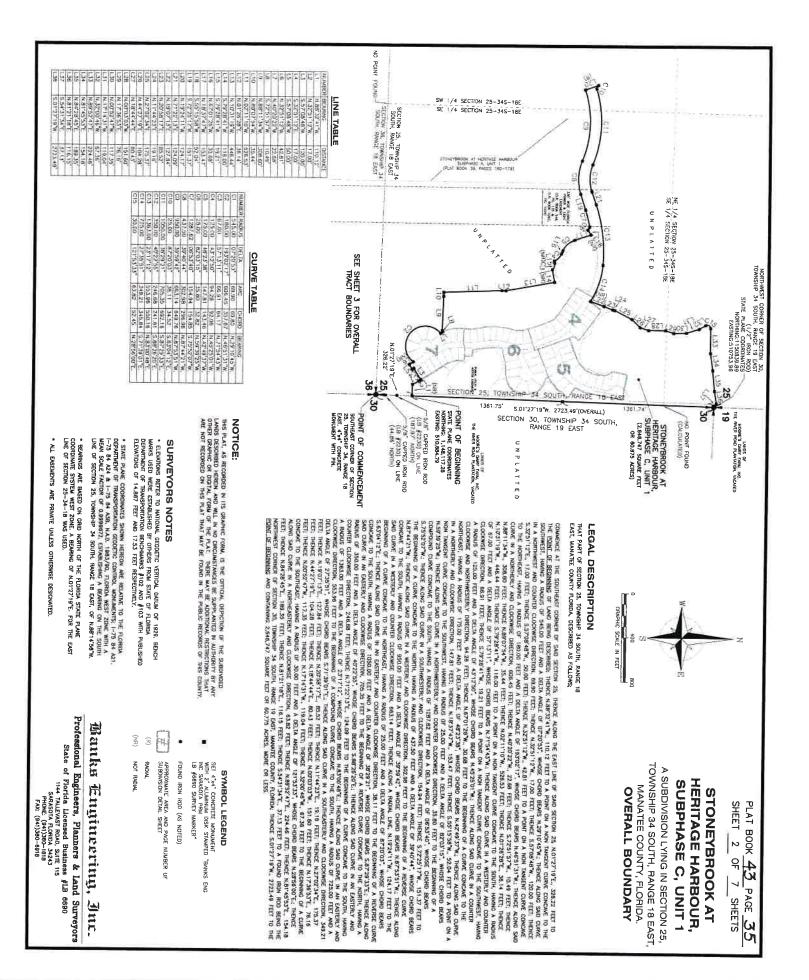


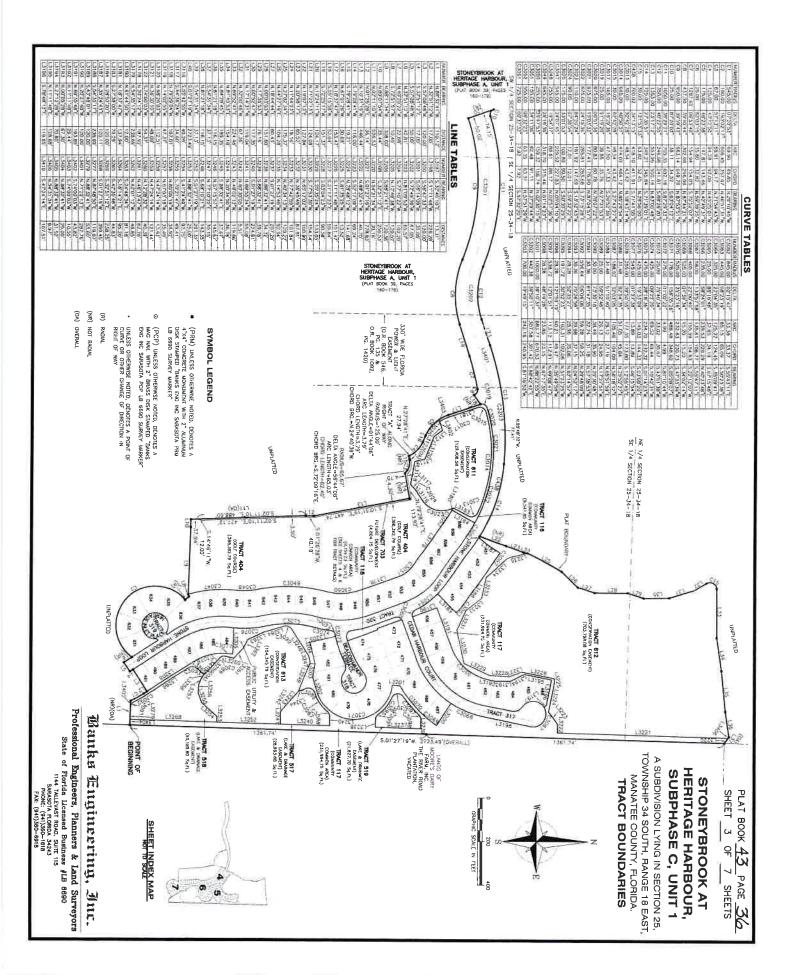


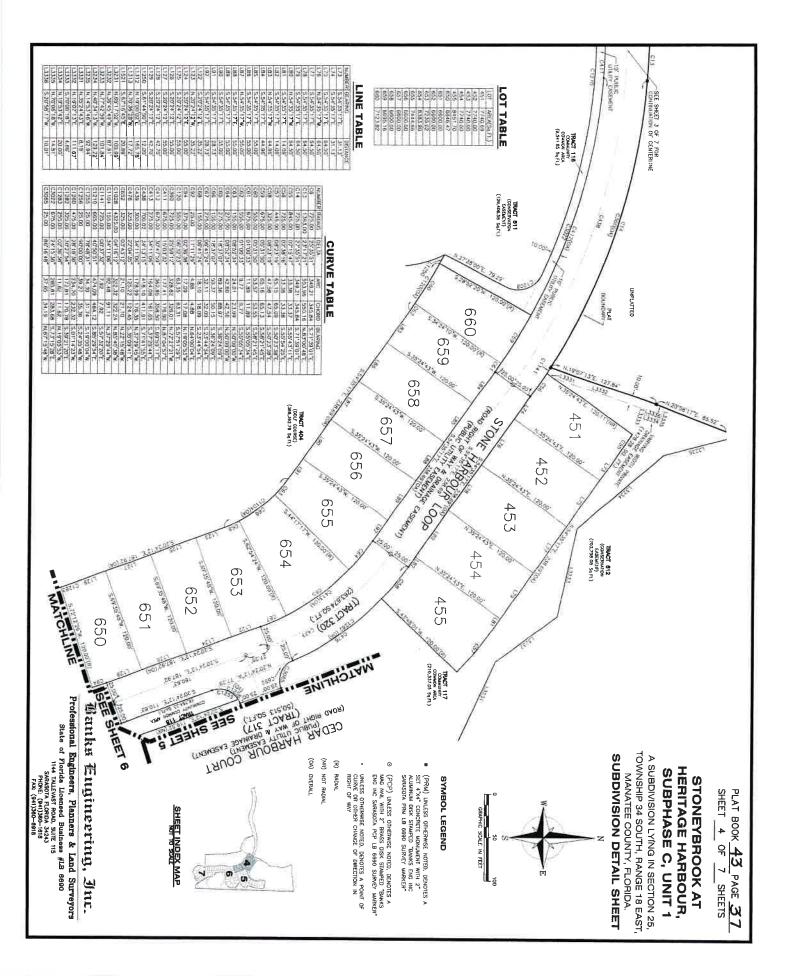
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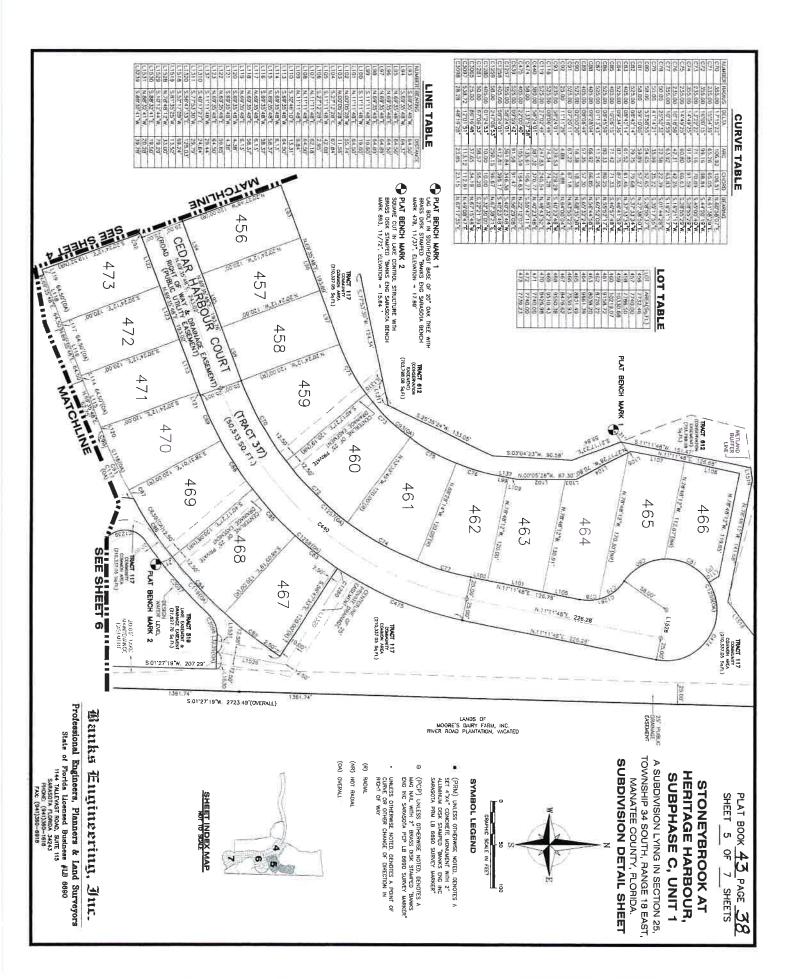


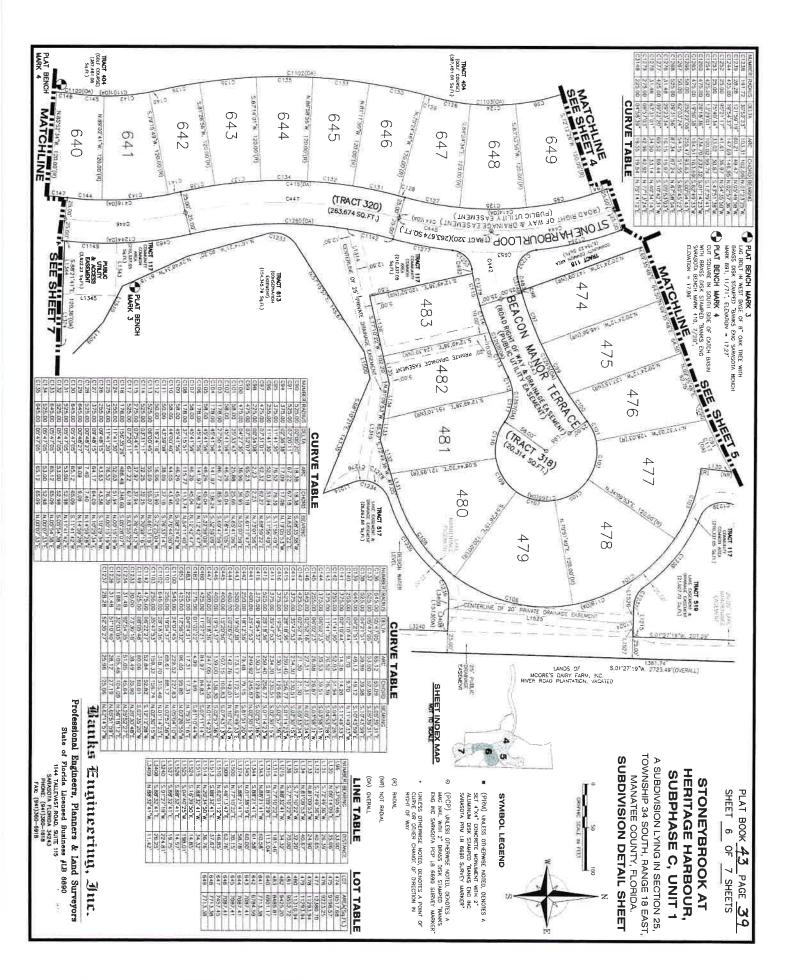


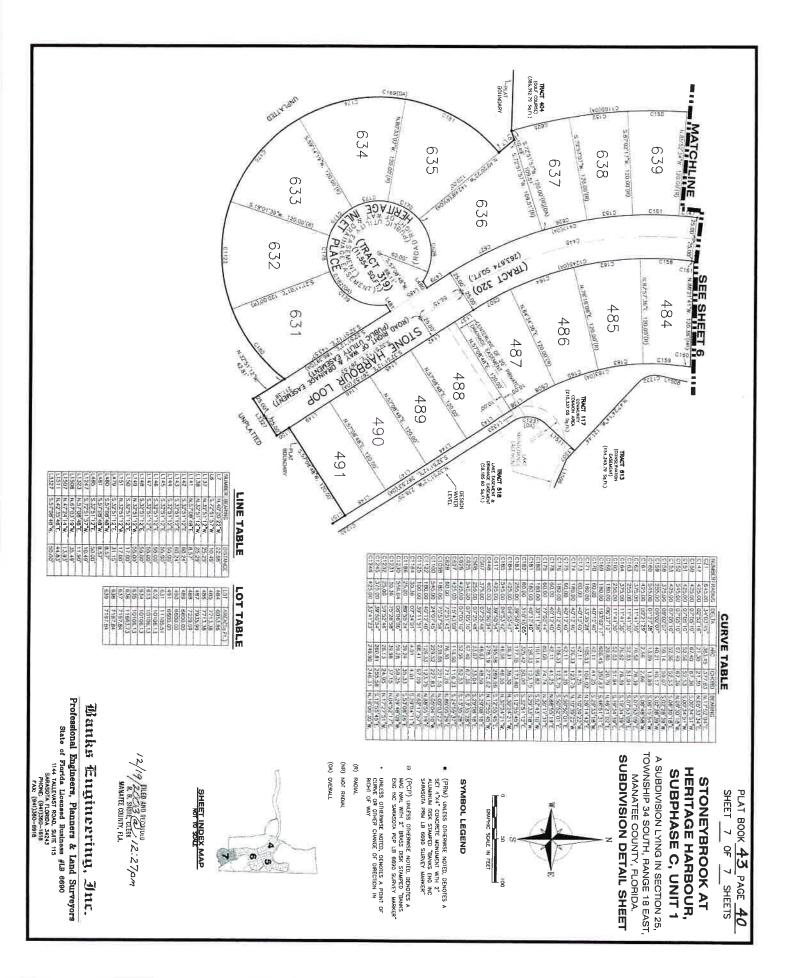




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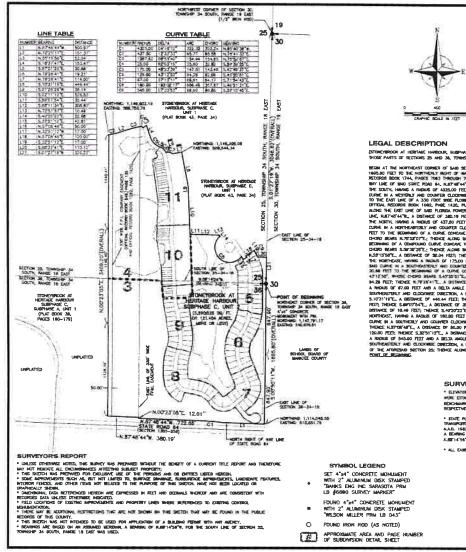




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PLAT BOOK 44 PAGE 75 SHEET 2 OF 11 SHEETS STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE C, UNIT 2 A SUBDIVISION LYING IN SECTIONS 25

AND 36, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. OVERALL BOUNDARY

(stoneybrock at heritage hanbour, blogphase C, unit 2) Those parts of sections 25 and 34, torneyhp 34 south, range 18 east, kanatee county rlorida, deschierd as followe

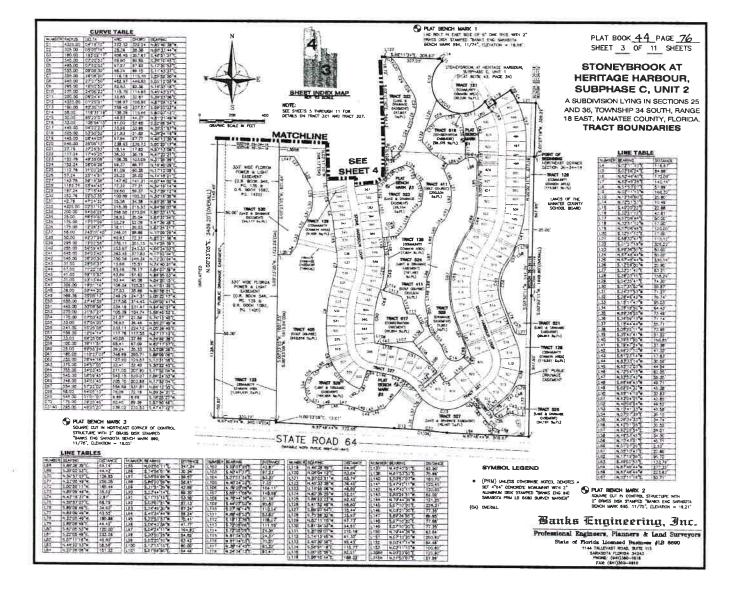
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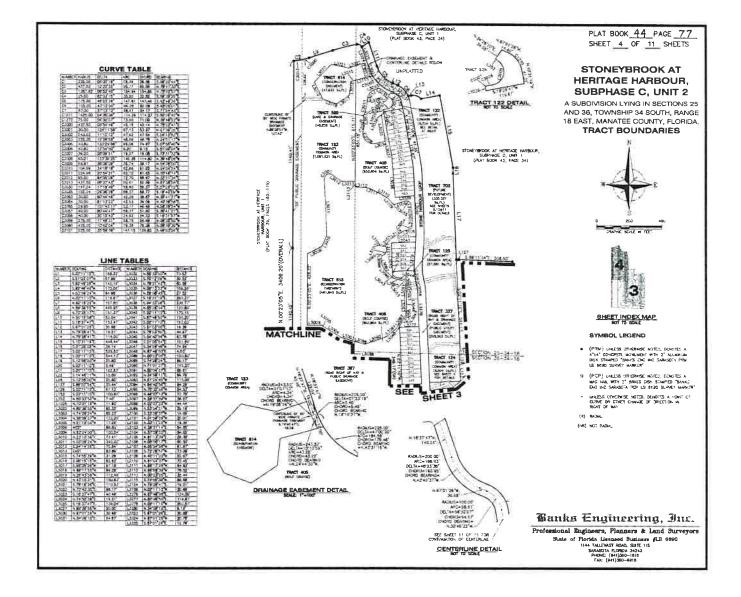
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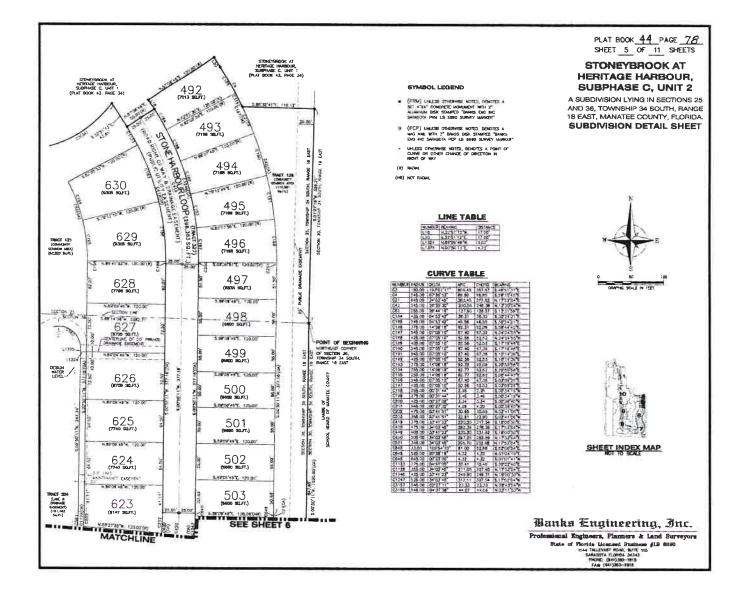
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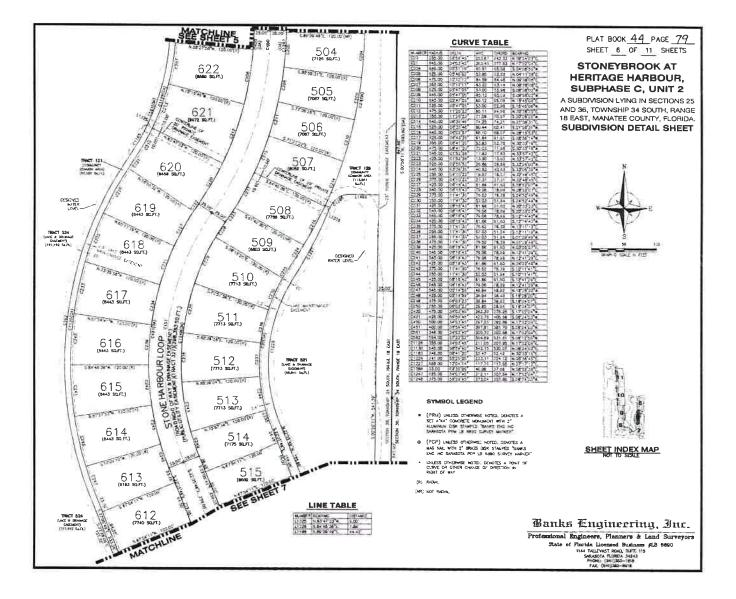
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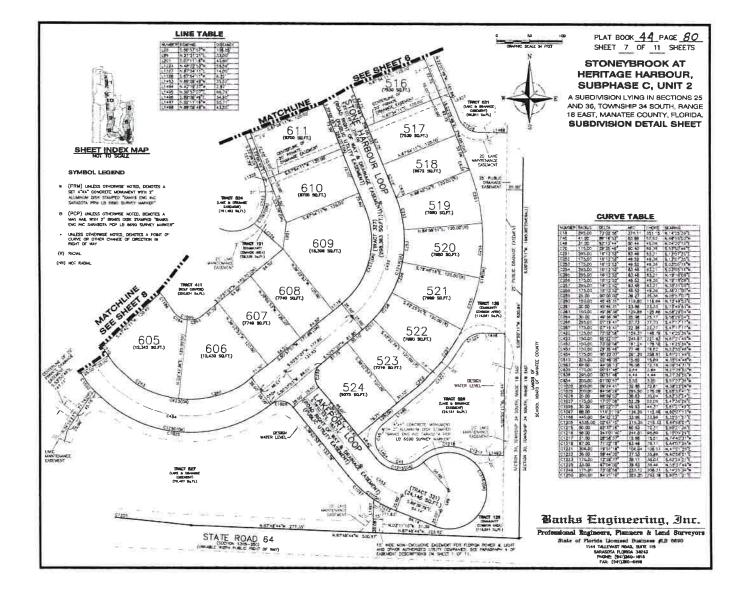


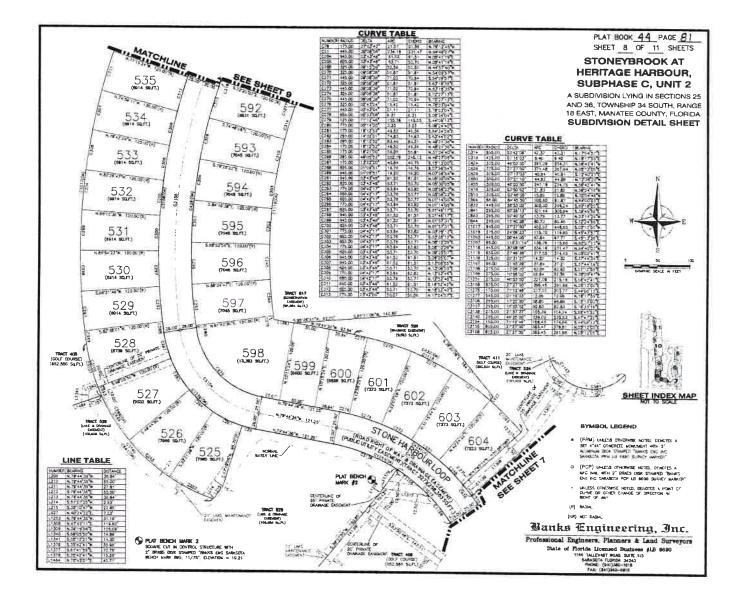


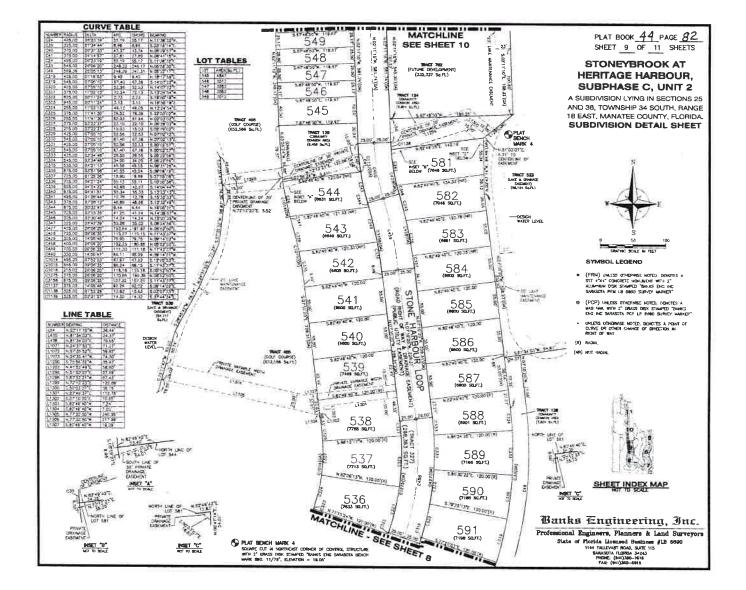


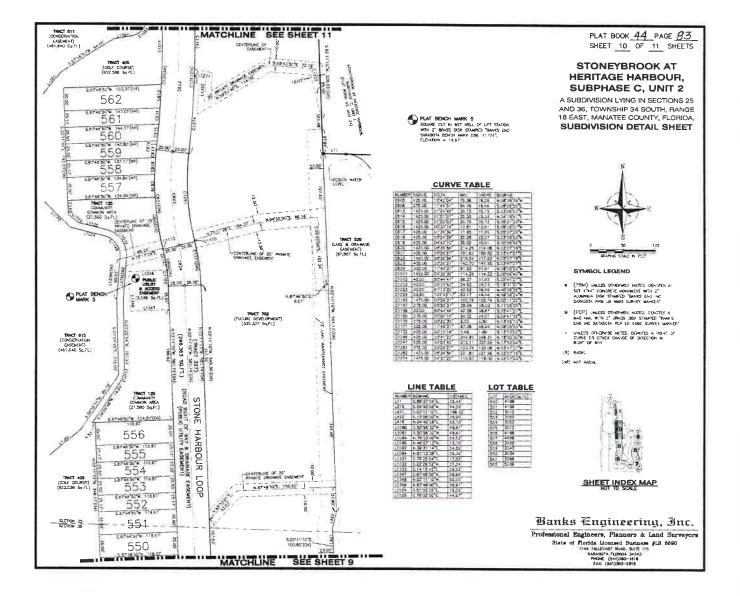


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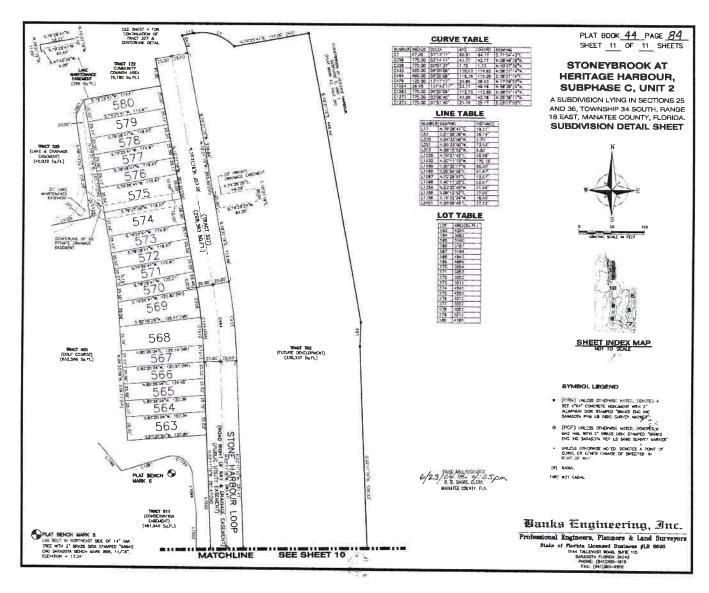














PLAT BOOK 44 PAGE 168 STONEYBROOK AT HERITAGE HARBOUR, SHEET 1 OF 18 SHEETS SUBPHASE D, UNIT 1 2019191

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NON-EXCLUSIVE EXEMPTY - THE "DEVELOPER" GRANTS TO MANATEE COUNTY A NON-EXCLUSIVE EXEMPTY FOR DRAMAGE PURPOSES UNDER AND ACROSS EACH AREA DEPICTEE ON THIS FULLY AS A "PUBLIC DRAMAGE EXEMPTY".

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CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA) COUNTY OF MANATEE) SS

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CERTIFICATE OF APPROVAL OF MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

OF GOGILES) STATE OF FLORIDA) COUNTY OF MANATEE) 55

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A SUBDIVISION LYING IN SECTIONS 24,25,&26; TOWNSHIP 34 SOUTH; RANGE 18 EAST; MANATEE COUNTY, FLORIDA

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 SHEET
 INDEX

 2 of 18 - BONRDAY SHET
 5 THU 7 OF 18 - PARCE, "A" TRACT BONRDANES

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* STATE PLANE COORDINATES SHOwn HEREON ARE RELATIVE TO THE FLORIDA OBPARTMENT OF TRANSPORTATION CODEFECT CONTROL MOMMARTS; 1-73 B4 A21, 1-75 B4 A28, 1-75 B4 A48, 1-75 B48, 1-75 B48, 1-75 B48, 1-75 B4

· BEARINGS ME BASED ON GRO MONTH OF THE FLORIDA STATE FLAME COORDINATE SYSTEM WEST ZONE. A BRAININ OF M.8814'56'HE FOR THE SOUTH LINE OF SECTION 25-34-18 WAS LEED.

· ALL EASEMENTS ARE PRIVATE UNLESS OFHERWISE DESIGNATED

TRACT DESIGNATION

TRACT 120 PROLOCY 14.27, CONSCULTULY, ARE "COMMANY COMMON AREA" TRACTS UNDER THE TIDENLE OF THE "TREAMAIN OF CONCARINES, DEDEMOIS, AND EXERCISED AND THE TREAM OF THE TREAMAINT AND A CONCARINES, DEDEMOIS, AND EXERCISED AND SHOULD BE WANTED BY STRUCTURED, AN INDIVIDUAL COMMANY ASSOCIATION, INC. AND THE USE OF WHOM SHALL BE CONSTREED BY THE STRUCTURED'S RESERVICES.

TRACTS "J22", THROUCH "J26", AND 'J28" ARE "ROAD RICHT OF WAY & DRAMACE EASEMENT, AND PUBLIC UTILITY EASEMENT "TRACTS MICH SHALL BE MANTAMED BY STORYERROOK AT HERITACE COMMUNITY ASSOCIATION, WIC, AND THE USE OF WHEN SHALL BE CONVEND BY THE STORYERROOK RESTRICTIONS

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TRACTS "407" THROUGH "410", CONSECUTIVELY, ARE "GOUF COURSE" TRACTS. CERTIFICATE OF ACCEPTANCE

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CERTIFICATE OF OWNERSHIP AND DEDICATION

Allevis Wittrock SENGEN REED

ATTEST KUMETH J STOPES, ASSISTANT SECRETAR

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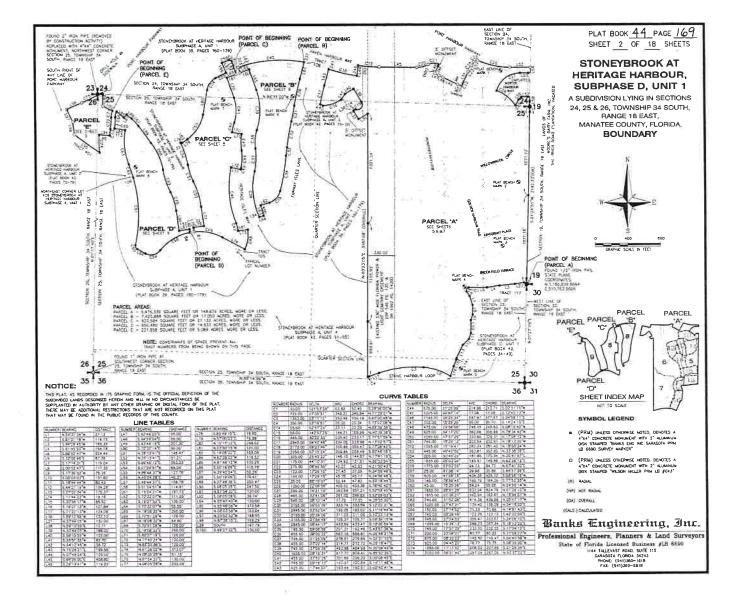
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JUTTRY L HOSTERLER, P.S.M. SHE OF RUDRA UCDER IN 411 - dide Banks Engineering, Inc. Professional Engineers, Planners & Land Surveyors State of Florida Licensed Bumpers #LB 6690 1144 TALLEVAST ROAD, SUITE 115 SARASOTA FLORDA 32433 PHONE (441)360-1618 FAX: (941)360-6518



PLAT BOOK 44 PAGE 170 SHEET 3 OF 18 SHEETS

STONEYBROOK AT HERITAGE HARBOUR. SUBPHASE D, UNIT 1

A SUBDIVISION LYING IN SECTIONS 24, 25 & 26, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

(PARCEL A) That part of sections 24, and 25, toinnship 34 south, range 18 east, wantee county, florida described as follows,

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Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors State of Florida Licensed Business *JLB* 6650 1144 TALLEVIST ROUG. SURT 115 SURGOT, ROGON J.372, 9 PHORE: (611)300-1616 7 KE (41)300-1616

ALSO TOGETHER WITH: (PARCEL C)

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ALBO TOGETHER WITH: (PARCEL D) That part of section 23, township 34 south, rance 18 east, whate; county, runda described as follows;

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ALSO TOGETHER WITH:

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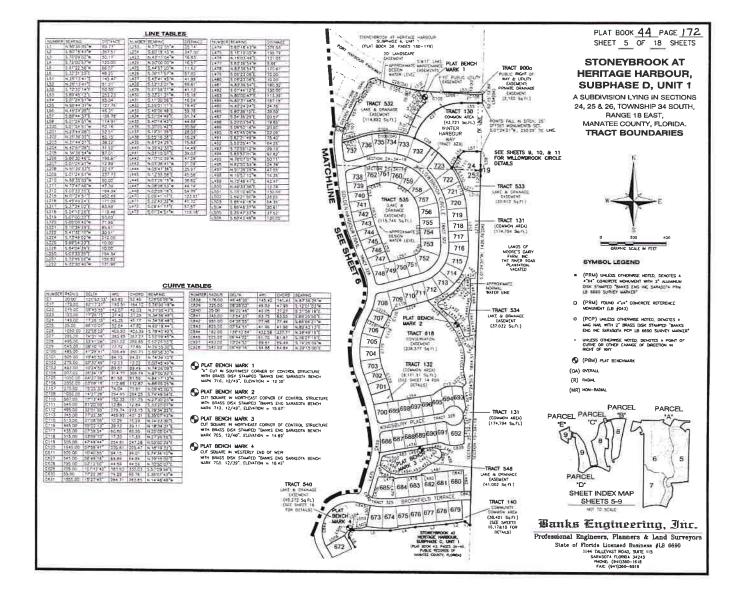
Banks Engineering, Inc.

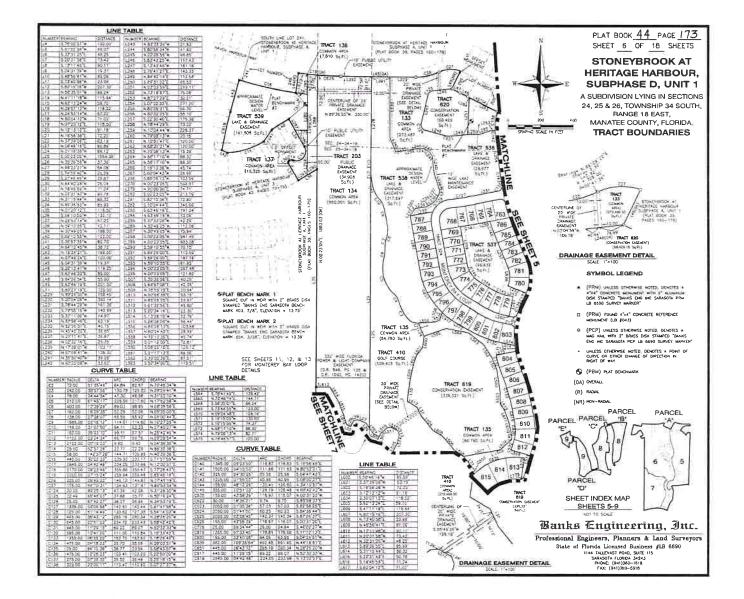
Professional Engineers, Planners & Land Surveyors State of Florida Licensed Business #LB 6690 1144 TALLEVAST ROAD, SUIT: 115 SARASOTA FLORIDA V2243 PHORE: (P41)360-1618 FAC: (941)350-5918

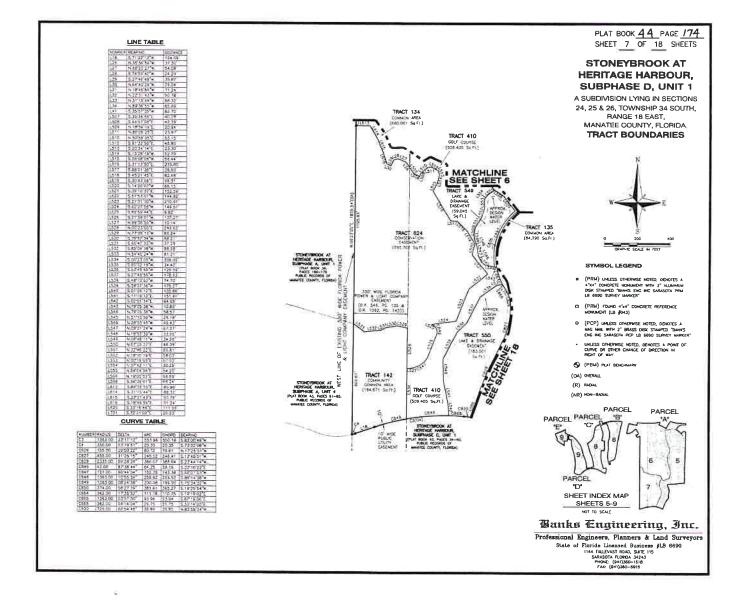
PLAT BOOK 44 PAGE 171 SHEET 4 OF 18 SHEETS

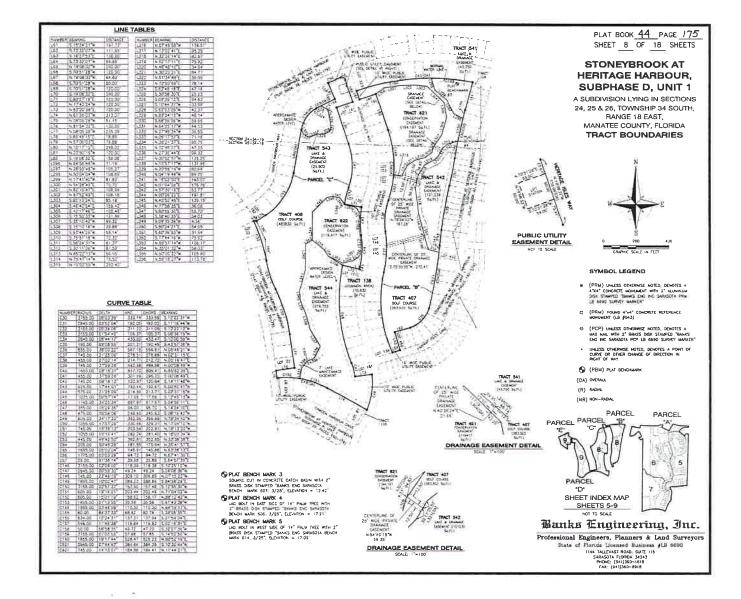
STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE D, UNIT 1

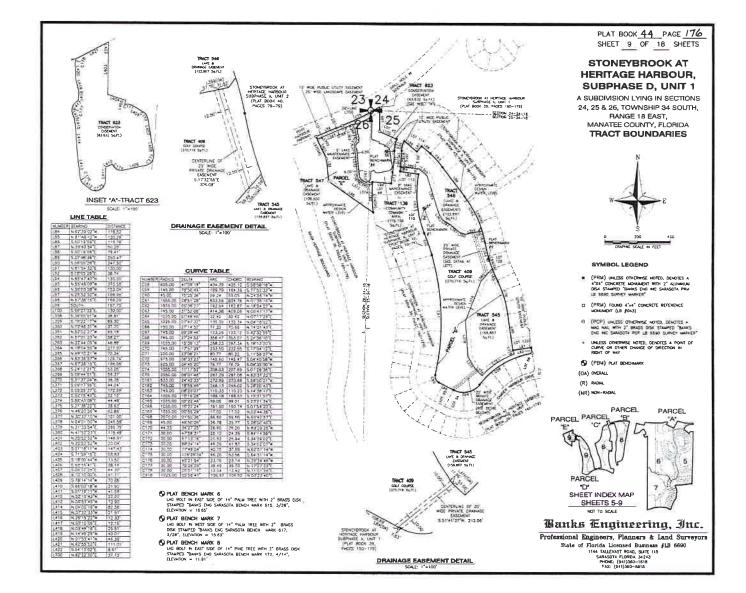
A SUBDIVISION LYING IN SECTIONS 24, 25 & 26, TOWNSHIP 34 SOUTH, BANGE 18 EAST MANATEE COUNTY, FLORIDA LEGAL DESCRIPTIONS

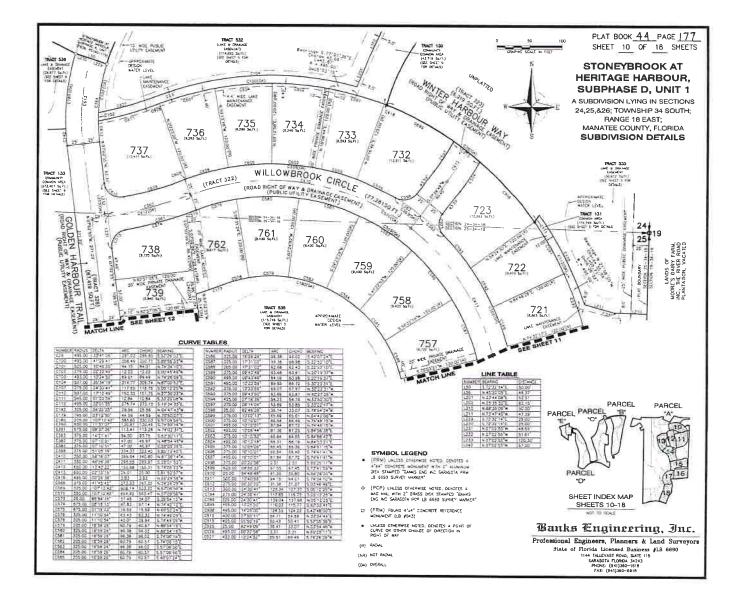


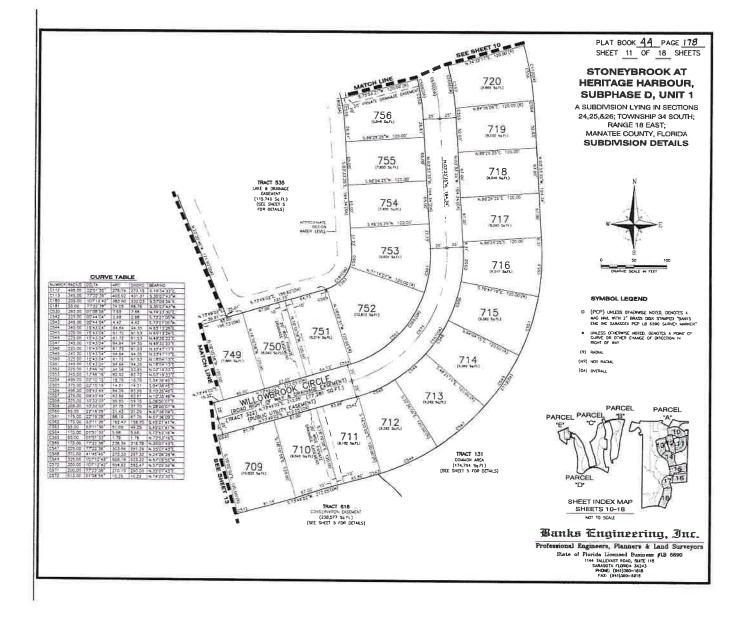


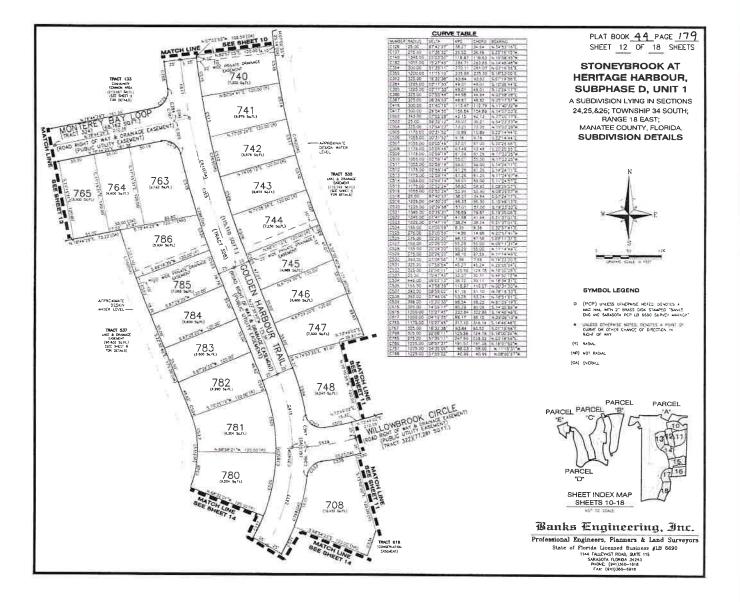


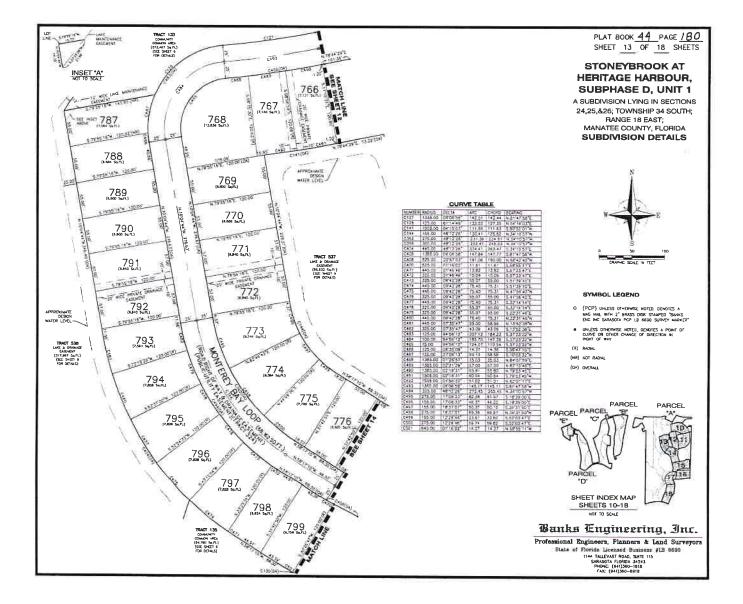


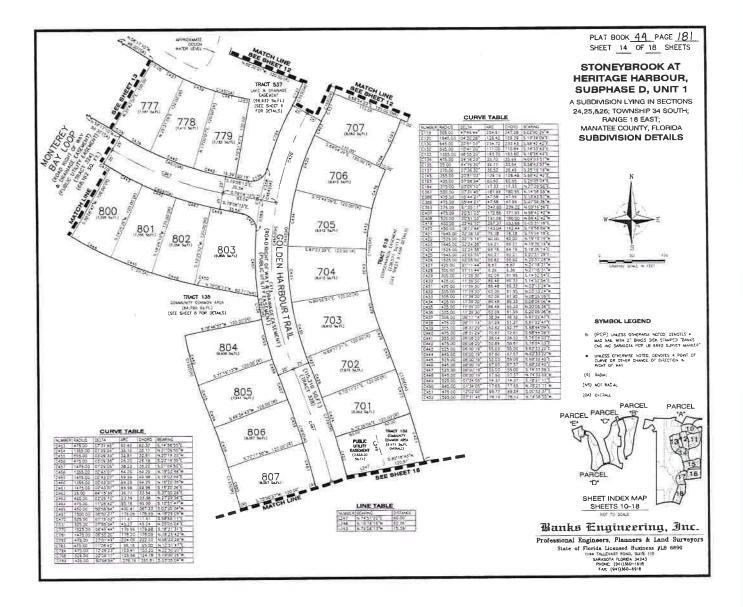


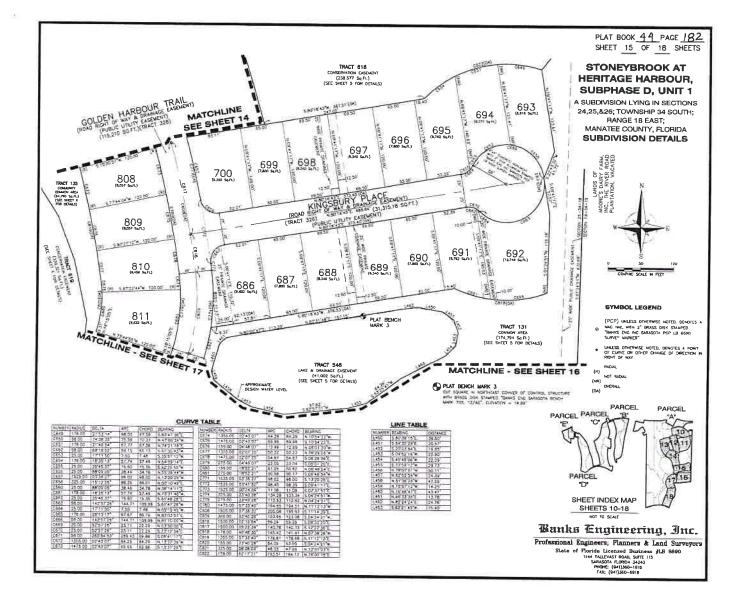


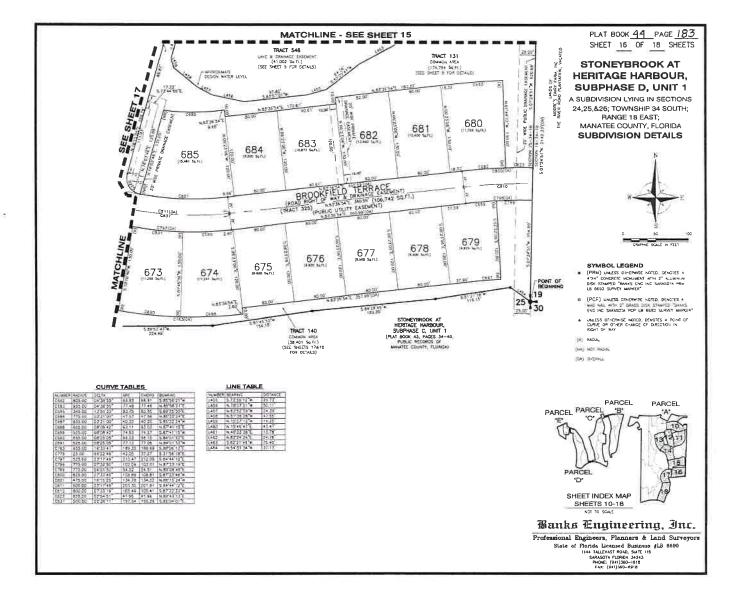


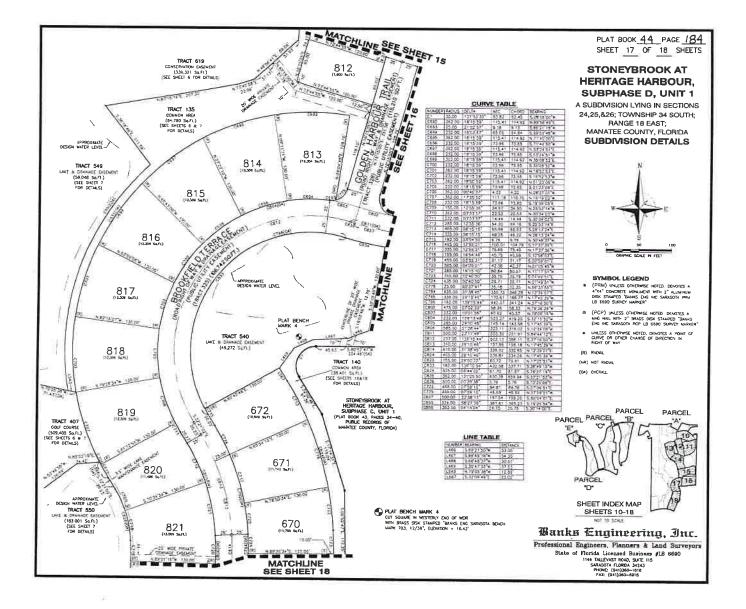


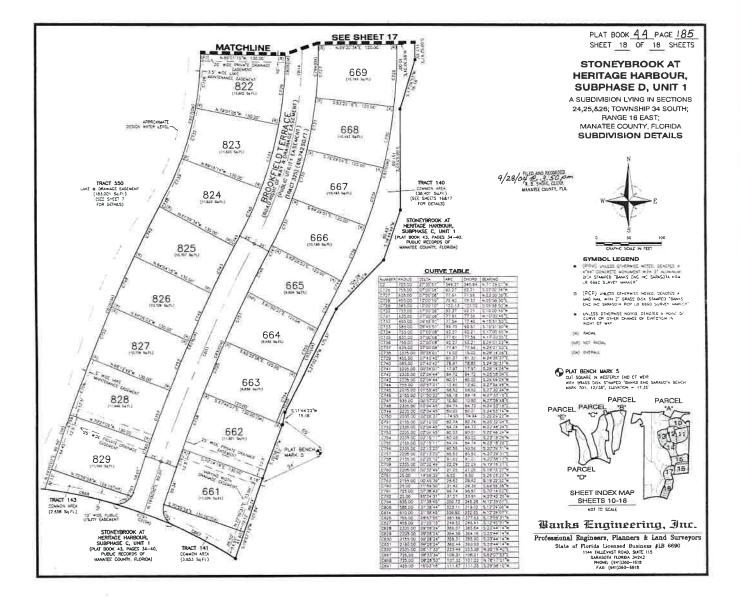












STONEYBROOK AT HERITAGE HARBOUR, SUBPHASE D, UNIT 2 A SUBDIVISION LYING IN SECTION 24:

TOWNSHIP 34 SOUTH; RANGE 18 EAST; MANATEE COUNTY, FLORIDA

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CERTIFICATE OF OWNERSHIP AND DEDICATION

COUNTY OF SARASDIA

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_____ BY: CHEES KELEPER, ASSISTANT SECRETARY

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PLAT BOOK 50 PAGE 10 SHEET 1 OF 3 SHEETS

STATE OF FLORDA COUNTY OF SARASOIA

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STATE OF FLORIDA STATE OF FLORIDA SS

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JETTREY L. HOSTETLER, P.S.M., STATE OF PLOPERA LIDIOSE - May Ilth, 2004 "L (3"" Sector 1 Banks Engineering

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Professional Engineers, Pianners & Land Surveyors State of Florida Licensed Business fLB 8600 1144 FALLYAST ROOM, SUIT 115 SANAST, ADDRA JA23 Profee: [44]363-1818 77.21 (91)363-1818

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CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

COUNTY OF WANATEE

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COUNTY OF MANATEE

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SURVEYORS NOTES

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BEARINGS ARE BASED ON GRID NORTH OF THE FLOREDA STATE PLANE COORDMATE SYSTEM WEST ZONE, A BEARING OF N 01'24'51'E. FOR THE EAST LINE OF SECTION 24-34-18 WAS USED.

TRACT DESIGNATION

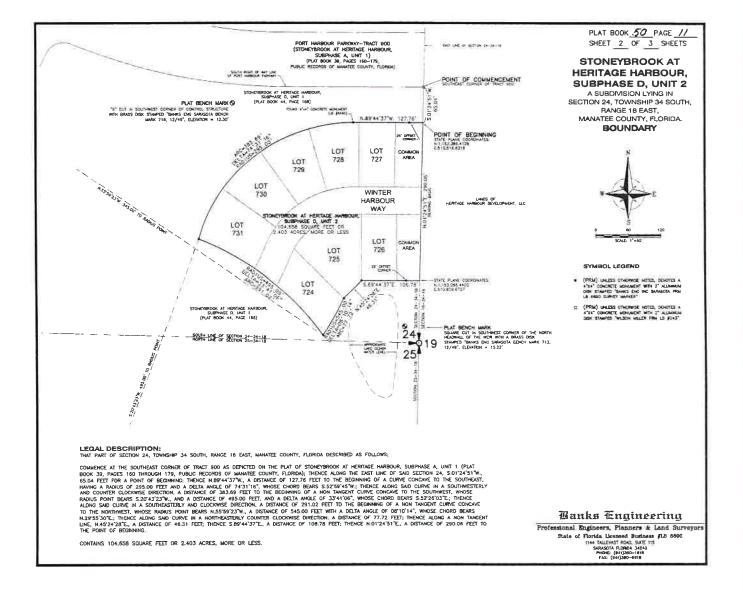
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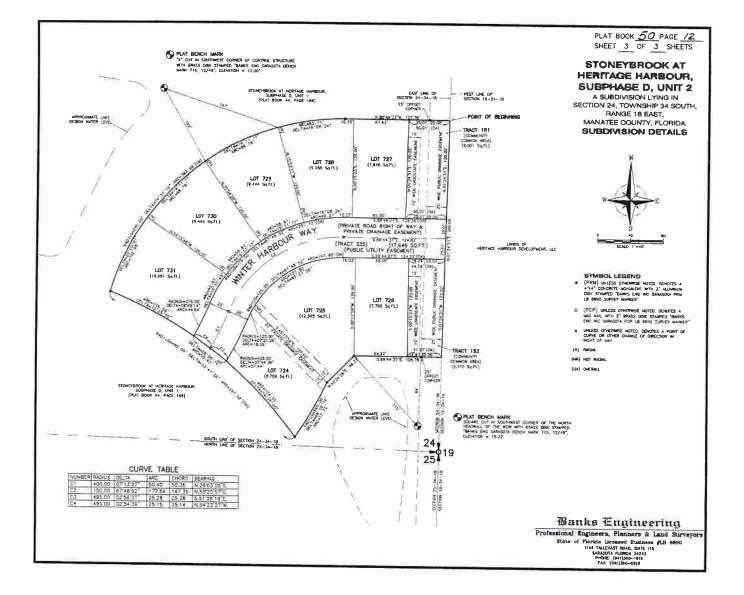
HERITAGE HADROLE SOUTH CRAMINETY DEVELOPMENT DISTRICT. A LOCAL UNIT OF SPECIAL PUMPICIE COVERNMENT, CREATED PURSUANT TO CHAPTER 190, FLORIDA

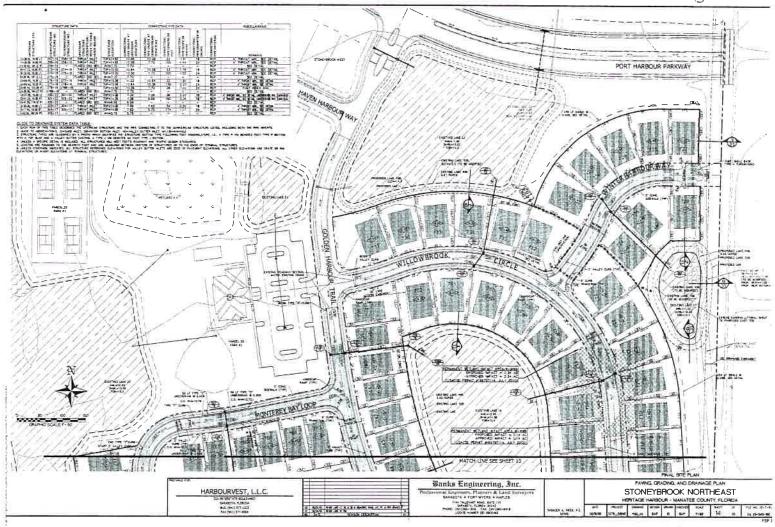
ATTEST/ Singer



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E/2/2006 2:10 Dan R. B. SHORE GUINTY, FL.

Final 4/4/16

Prepared by and return to: Kelly M. Fernandez, Esq. Persson & Cohen, P.A. 6853 Energy Ct. Lakewood Ranch, FL 34240

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NOTICE AS TO OWNERSHIP AND MAINTENANCE OF ROAD RIGHT-OF-WAY, LAKE AND DRAINGAGE EASEMENT, AND CONSERVATION EASEMENT TRACTS

THIS NOTICE is made on this _____ day of ______, 2016, by Lighthouse Cove at Heritage Harbour, Inc., a Florida not-for-profit corporation, whose address is Lighthouse Cove at Heritage Harbour, Inc., 4951 Ringwood Meadow, Sarasota, FL 34235 (hereinafter "Association").

WITNESSETH

WHEREAS, the Association is the homeowners' association responsible for governing the subdivision known as Lighthouse Cove at Heritage Harbour; and

WHEREAS, Heritage Harbour South Community Development District (hereinafter "Heritage Harbour South CDD") is a community development district established on August 28, 2001 pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance No. 01-45; and

WHEREAS, the Plat recorded for Lighthouse Cove at Heritage Harbour in Plat Book 43, Page 14, et seq., of the Public Records of Manatee County, Florida (hereinafter "Unit 1 Plat") indicates that Tracts 311-316 are private road right-of-way and drainage easements and public utility easement tracts that are to be maintained by the Association; and

WHEREAS, the Unit 1 Plat indicates that Tracts 512-515 are lake and drainage easement areas that are to be maintained by the Heritage Harbour Master Association, Inc. (hereinafter "Master Association"); and

WHEREAS, the Unit 1 Plat indicates that Tracts 609 and 610 are conservation easements that are to be maintained by the Master Association; and





WHEREAS, the Unit 1 Plat indicates that Tract 800 is a public recreation area tract that is to be maintained by the Association; and

WHEREAS, the Plat recorded for Lighthouse Cove at Heritage Harbour in Plat Book 43, Page 113, et seq., of the Public Records of Manatee County, Florida (hereinafter "Unit 2 Plat") indicates that Tracts 311b and 315b are road rights-of-way that are to be maintained by the Association; and

WHEREAS, the Unit 2 Plat indicates that Tract 516 is a lake and drainage easement area that is to be maintained by the Master Association; and

WHEREAS, subsequent to the establishment of Heritage Harbour South CDD, Tracts 311-316, 311b, 315b, 512-516, 609, 610, and 800 were subsequently conveyed to Heritage Harbour South CDD and thereby dedicated to public use; and

WHEREAS, Heritage Harbour South CDD is responsible for the maintenance of the aforementioned Tracts, unless agreed otherwise in a properly approved written instrument; and

WHEREAS, Heritage Harbour South CDD has requested, and the Association has agreed, to clarify the ownership and control of the aforementioned Tracts.

NOW THEREFORE, the Association hereby states as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Heritage Harbour South CDD owns Tracts 311-316, 311b, 315b, 512-516, 609, and 610 and is responsible for maintaining them unless otherwise agreed in a properly approved written instrument. Heritage Harbour South CDD owns Tract 800; however, it lies outside of the boundaries of Heritage Harbour South CDD and is maintained by the Master Association.

2



IN WITNESS WHEREOF, the undersigned has executed this Notice as of the day and year written above.

LIGHTHOUSE COVE AT HERITAGE HARBOUR, INC.

Witnesses:	
	By:
	Its:
Print Name:	(Title of Authorized Representative)
	Date:
Print Name:	

 SWORN TO AND SUBSCRIBED before me by _________ who is

 (Notary choose one) [] personally known to me, or [] who has produced ________ as

 identification, this ______ day of _______, 2016.

Signature of Notary Public

(Notary Seal)

Acknowledged this _____ day of _____, 2016 by:

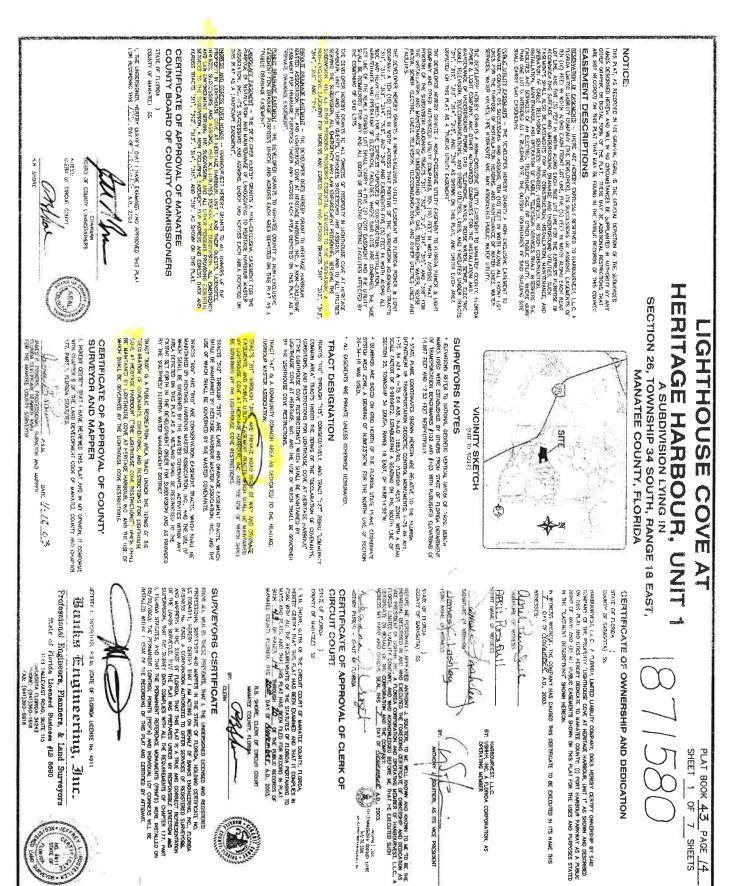
HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary / Assistant Secretary

Chairman / Vice Chairman

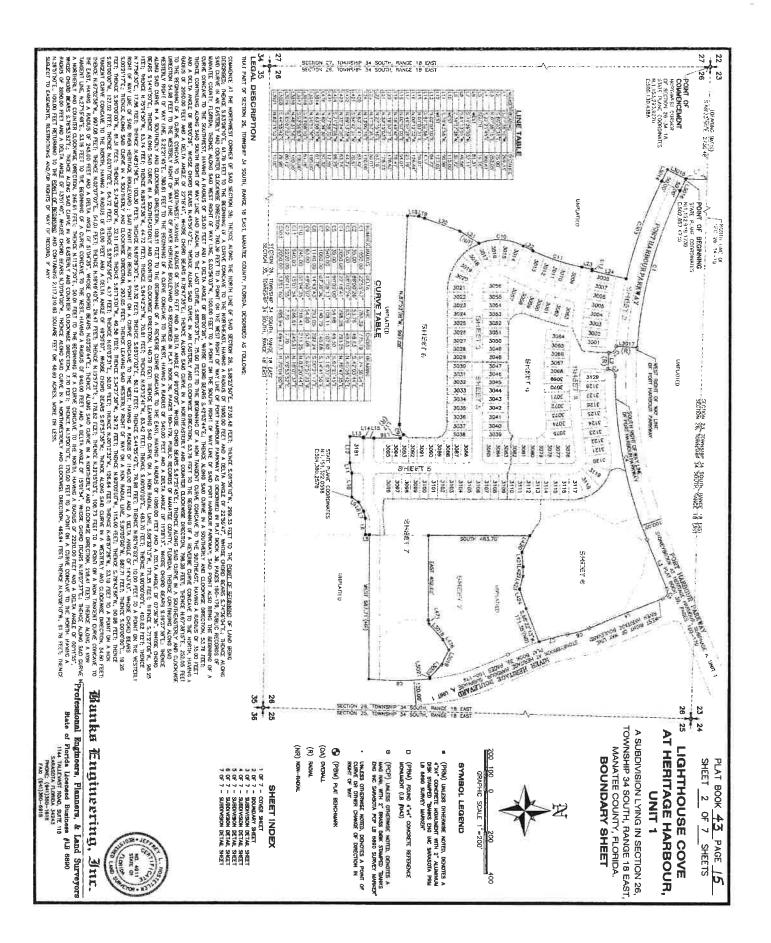


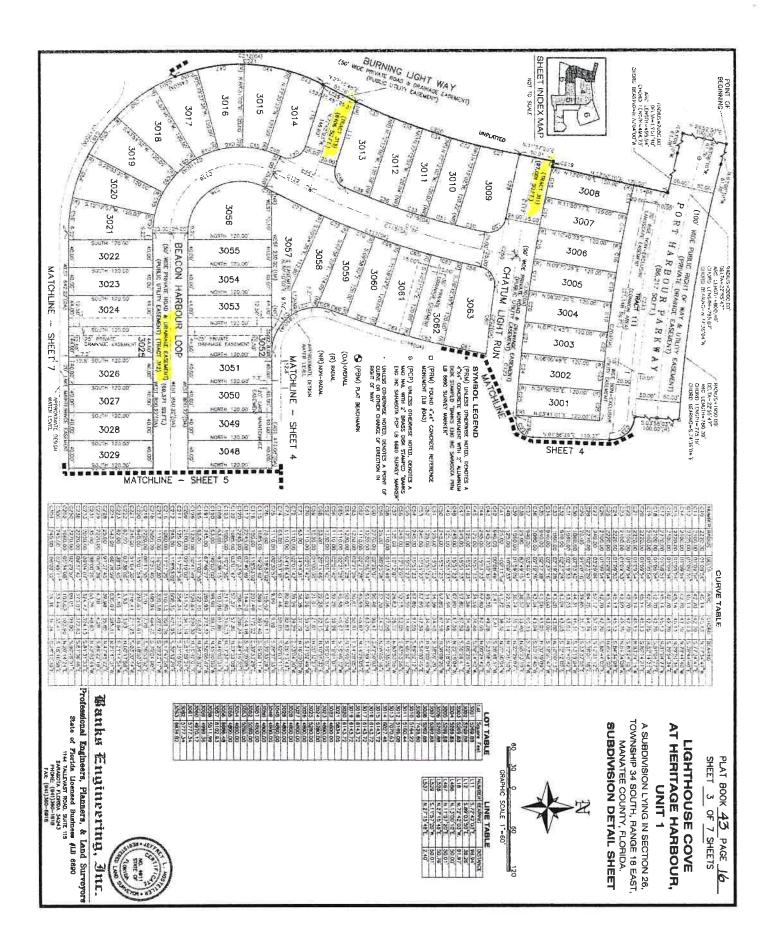


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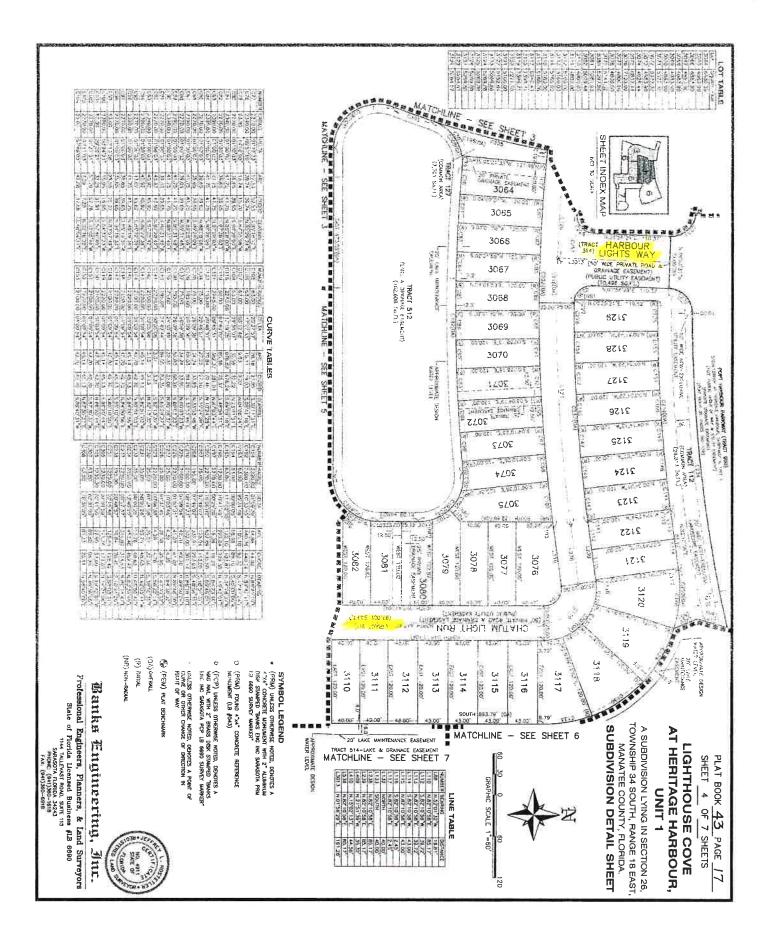
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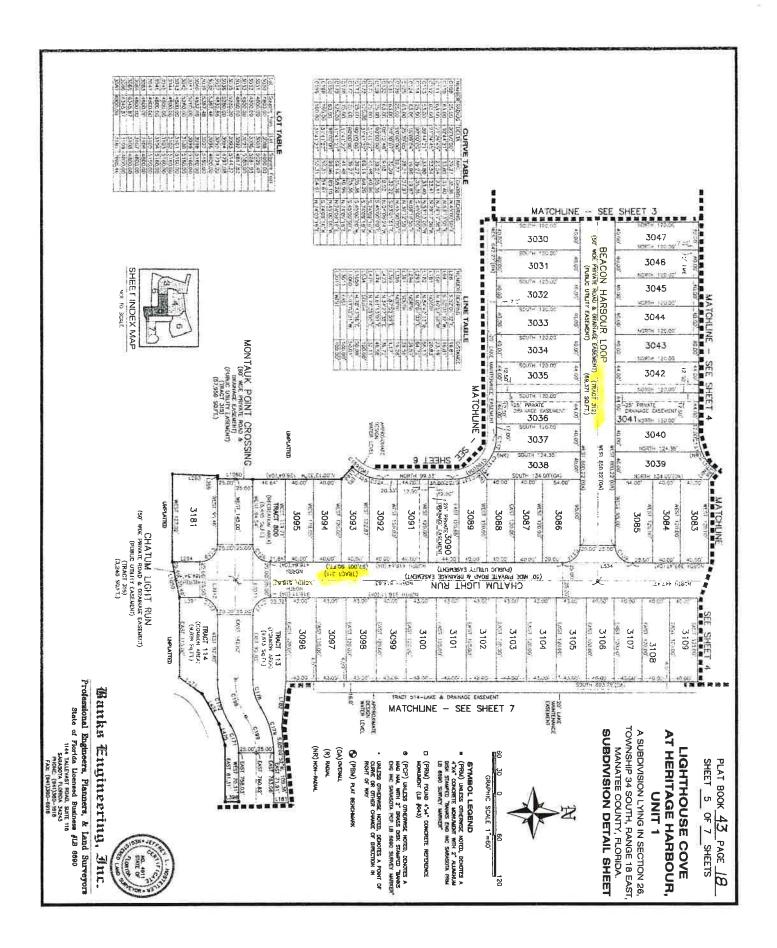




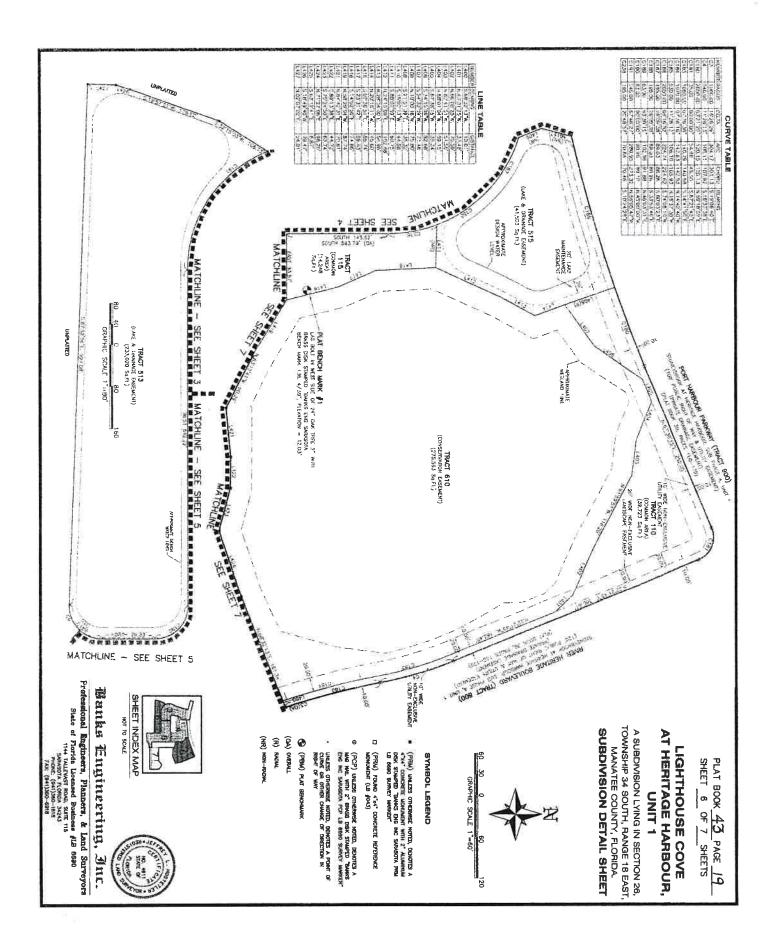


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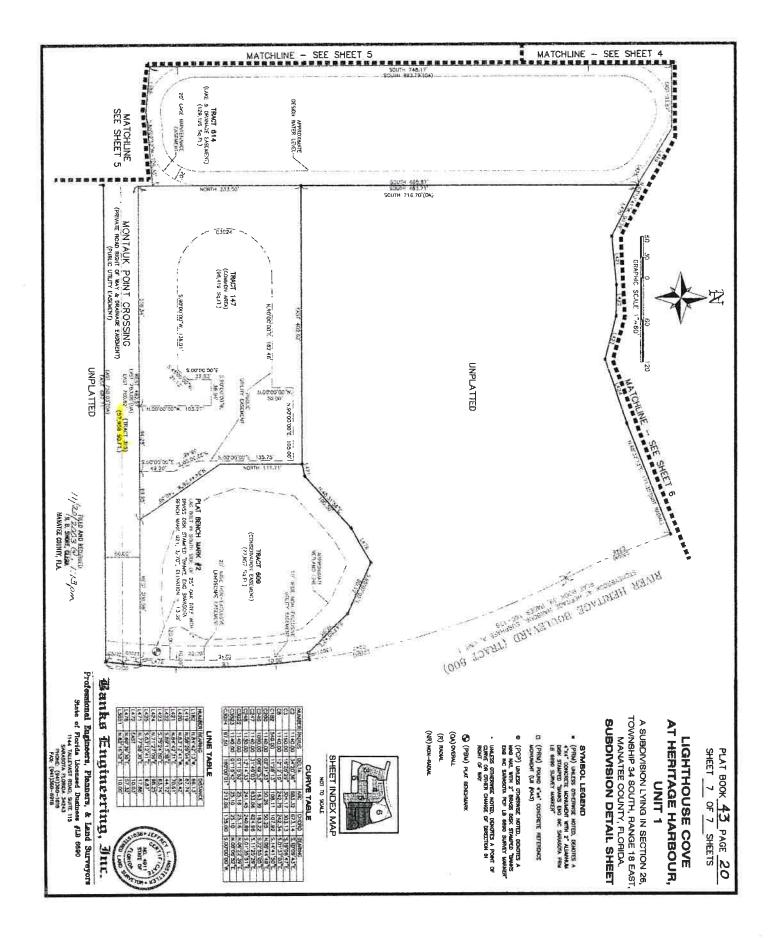




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LIGHTHOUSE COVE AT **HERITAGE HARBOUR, UNIT 2** A SUBDIVISION LYING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 18 EAST,

MANATEE COUNTY, FLORIDA

NOTICE;

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THE MOTIVE DATE AND MOTION DATE 3/15/04



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STATE OF FLORIDA) COUNTY OF SARASOTA) SS

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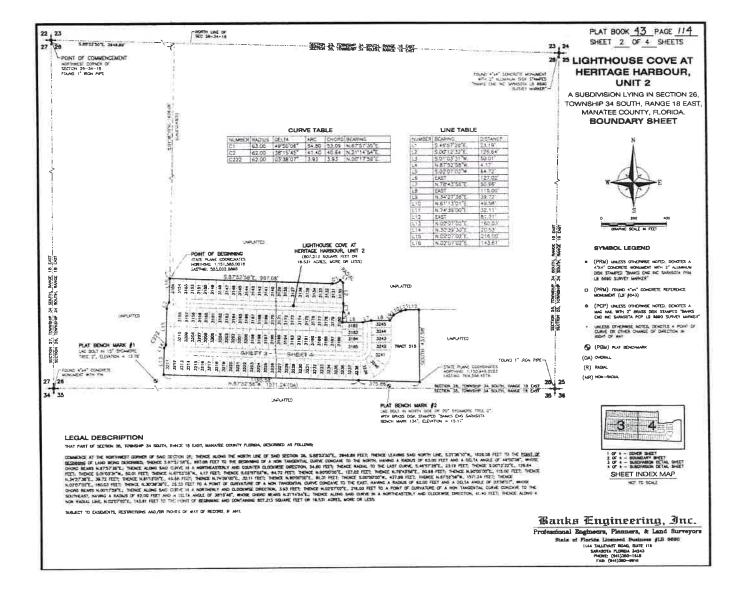


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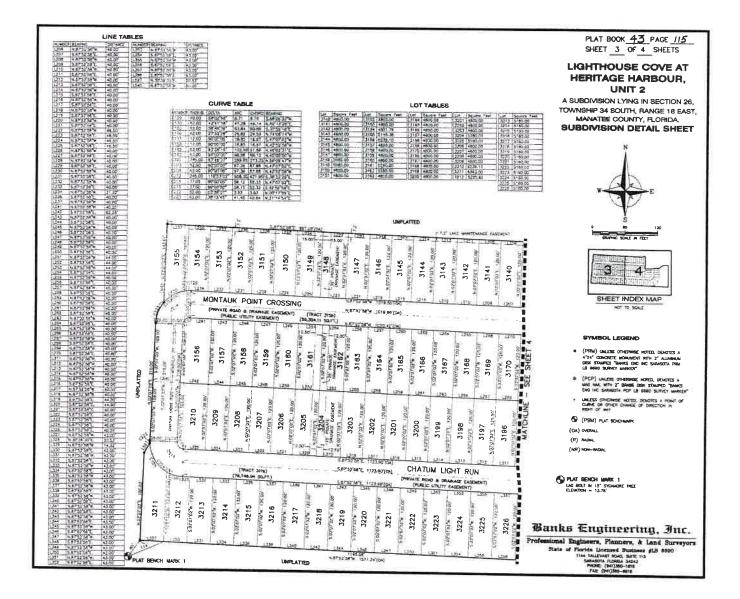


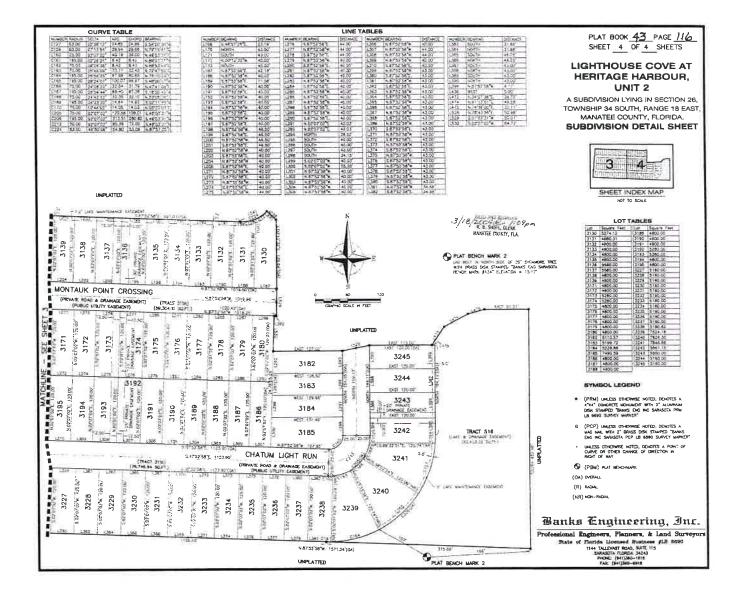
TRACT DESIGNATIONS



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JAMES SATCHER Manatee County Supervisor of Elections

600 301 Boulevard West, Suite 108, Bradenton, FL 34205-7946 PO Box 1000, Bradenton, FL 34206-1000

Phone 941-741-3823 • Fax 941-741-3820 Info@VoteManatee.gov • VoteManatee.gov

April 19, 2024

Heritage Harbour South Community Development District Attn: Sandra Demarco 210 N University Dr Suite 702 Coral Springs FL 33071

Dear Ms. Demarco:

We are in receipt of your request for the number of registered voters in the Heritage Harbour South Community Development District of April 15, 2024. According to our records, there were 2091 persons registered in the Heritage Harbour South Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

James Satcher Supervisor of Elections

JS/sas

ASSESSMENT TEAM FUNDING AGREEMENT BETWEEN HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AND HERITAGE HARBOUR GOLF HOLDINGS, LLC

This Assessment Team Funding Agreement (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between:

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida (the "District"), and

Heritage Harbour Golf Holdings LLC, a Florida Limited Liability Company (hereinafter "Developer"), with an address of 8000 Stone Harbour Loop, Bradenton, FL 34212

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS the Developer presently owns real property including a golf course located within the District; and

WHEREAS, Developer has either sold off property or is in the process of selling off property for development within the District including the construction of new villa units and a hotel (collectively, the "Developed Lands"); and

WHEREAS the Developed Lands will benefit from the facilities and services provided by the District and the District will be implementing assessments for operation and maintenance ("O&M") and bonds against the Developed lands, as applicable; and

WHEREAS the Developer desires to assist the District with its assessment program as both parties work to shift a portion(s) of existing O&M and/or debt obligations to those entities now owning and planning commercial and residential build outs on the Developed Lands in the coming years ahead; and

WHEREAS the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its revised assessment program.

NOW, **THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to proceed with the process to impose assessments

for O&M and bond financing on the Developed Lands as such lands may be legally benefitted.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, District finance personnel, and District Counsel, to proceed with the work contemplated by this Agreement and to retain other professional assistance as may be necessary to proceed with the work contemplated by this Agreement (all such professionals being collectively referred to as the "Assessment Team").

B. Developer and the District agree that all fees, costs, or other expenses incurred by the District for the services of the Assessment Team for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to the Developer monthly copies of all invoices, requisitions or other bills for which payment is to be made from the funds provided by the Developer. The District agrees to provide to the Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. **TERMINATION.** Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure during the ten (10) day timeframe.

3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and

costs for trial, alternative dispute resolution or appellate proceedings as well as fees and costs incurred to determine entitlement to and reasonableness of such expenses.

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

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

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

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

Α.	If to District:	Heritage Harbour South Community Development District c/o Inframark 313 Campus Street Celebration, Florida 34747 ATTN: District Manager
	With a copy to:	Persson, Cohen, Mooney, Fernandez & Jackson, P.A. 6853 Energy Court Lakewood Ranch, Florida 34240 ATTN: Andrew H. Cohen, Esquire
В.	If to Developer:	Heritage Harbour Golf Holdings, LLC 8000 Stone Harbour Loop Bradenton, FL 34212 ATTN: Mark Bruce

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

be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

9. THIRD PARTY BENEFICIARIES. The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District, with respect to its ongoing operations and the actions necessary for the work contemplated by this Agreement. It is intended that this Agreement inure to the benefit of the Assessment Team and other professionals who have provided services to the District as contemplated by this Agreement ("Third Parties"). Further, the Developer recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

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

11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair, Board of Supervisors

HERITAGE HARBOUR GOLF HOLDINGS, LLC

WITNESSES:

Print Name: _____

By: ______ Its: _____

Print Name: _____

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson** Andrew H. Cohen Kelly M. Fernandez* Maggie D. Mooney* R. David Jackson* Daniel P. Lewis * Board Certified City, County and Local Government Law ** Of Counsel

Telephone (941) 306-4730 Facsimile (941) 306-4832 Email: acohen@flgovlaw.com

Reply to: Venice

April 15, 2024

Jennifer Goldyn, District Manager Inframark, IMS 313 Campus Street Celebration, FL 34747

> RE: CPI Attorney Fees Heritage Harbour South Community Development District

Dear Jennifer:

Pursuant to our fee agreement with the Heritage Harbour South Community Development District, our hourly rate is adjusted annually on October 1 by the Consumer Price Index ("CPI") established for the preceding year in February. As in past years, we are providing a reminder early in order that the District may have ample time to consider what, if any, effect the CPI has upon the District's next year's budget. The applicable CPI for this year's adjustment is 3.2%. The adjusted hourly rate we are requesting is as follows: \$303.00 per hour.

> Lakewood Ranch 6853 Energy Court Lakewood Ranch, Florida 34240

Venice 236 Pedro Street Venice, Florida 34285



ACS Construction Services Inc

501 W Bay St Wauchula, FL 33873 US 863-448-7638 avplata.acs@gmail.com

Estimate

ADDRESS	
Chris Gogarty	
Heritage Harbor Master Association	

SHIP TO

Chris Gogarty Heritage Harbor Master Association 700 River Heritage Blvd Bradenton, FI 34212

ESTIMATE #	DATE	
348	03/12/2024	

P.O. NUMBER

Gazebo Cedar

	DESCRIPTION	QTY	RATE	AMOUNT
40 Turf Site work	 -Remove existing electrical wiring and gazebo(s) currently located at worksite. -Prep worksite for installation of new gazebo(s) -Install two new 12' cedar wood gazebo double roof with cedar shank shingles, railings, composite flooring, composite benches and replace same electrical to new gazebo. 	1	120,000.00	120,000.00
	Quote includes: labor, material, equipment and clean-up.			0.00
	Worksite: 700 River Heritage Blvd Brandenton, Fl 34212			
	Terms: 50% Deposit 25% At 50% Completion 25% At 100% Completion			

Contact ACS Construction Services Inc to pay.

TOTAL

\$120,000.00

Accepted By

Accepted Date

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made effective as of ______, by and between Heritage Harbor Master Association, Inc & ICON Management Services Florida, LLC ("Recipient"), of 5590 State Road 64 E, Suite 220, Bradenton, Florida 34208, and ACS Construction Services Inc ("Contractor"), of 501 W Bay St, Wauchula, Florida 33873.

1. Description of Services. Beginning on ______, the Contractor will provide the following services (collectively, "Services"):

Removal of existing Gazebos and installation of two new Gazebos build of cedar and composite material. Includes electrical connection.

2. Payment for Services. The Recipient will pay compensation to the Contractor for the Services in the amount of \$120,000.00. Payments will be made as follows:

(a) Milestone and Payment Amount

50% Deposit is required after agreement is signed by both parties. \$60,000.00

25% At 50% Completion \$30,000.00

25% At 100% Completion \$30,000.00

No other fees and/or expenses will be paid to the Contractor unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other pay-roll type taxes applicable to such compensation.

3. Term/Termination. Termination of this agreement will occur as follows:

This agreement will terminate in two months from date of agreement.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign Services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. Relationship of Parties. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. Recipient's Control. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. Professional Capacity. The Contractor is a professional who uses their own professional and business methods to perform Services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. Personal Services Not Required. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. No Location On the Premises. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, their Services are not integrated into the mainstream of the Recipient's business.

9. No Set Work Hours. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. Expenses Paid By Contractor. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. Confidentiality. The Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information that constitutes, relates, or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial, and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. Injuries. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or the Contractors employees) may sustain while performing the Services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. The Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

13. No Right to Act as Agent. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the Agreement; or (2) the Recipient has or retains the right to

stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

15. Waiver of Breach. The waiver by the Recipient of a breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

16. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Applicable Law. This Agreement shall be governed by the laws of Florida.

18. Signatories. This Agreement shall be signed by ______ on behalf of Heritage Harbor Master Association, Inc & ICON Management Services Florida, LLC and by Juan C Plata, President on behalf of ACS Construction Services Inc. This Agreement is effective as of the date first above written.

The Recipient: Heritage Harbor Master Association, Inc & ICON Management Services Florida, LLC

By:_____

Date:

The Contractor: ACS Construction Services Inc

By: ______ Juan C Plata President Date:

MAINTENANCE AGREEMENT BETWEEN THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AND THE STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.

This Agreement is made and entered into this 31 day of October, 2014, by and between:

Heritage Harbour South Community Development District, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District" or "CDD"), and

Stoneybrook at Heritage Harbour Community Associtation, Inc., a Florida not-for-profit corporation, whose address is 200 Golden Harbour Trail, Bradenton, FL 34212 (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 HOA is a private not-for-profit corporation serving as an association of certain homeowners within the Heritage Harbour South Community Development District with a purpose of managing association owned common property with amenities; and

WHEREAS, the District and the HOA have a mutual interest for their respective residents/owners in insuring that the District owned and HOA properties and 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 Stoneybrook Community ("Community") to have the HOA perform certain maintenance tasks within the Community 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 certain common grounds and facilities; is willing and able to provide maintenance reports for CDD owned properties and facilities to the CDD District Manager for the CDD; and is willing to perform these tasks within the guidelines coordinated with the 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 performing such work; and is willing to coordinate with District Management and the CDD regarding the contracts for landscape and irrigation, gate house maintenance and gate house operations.

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 and the CDD will perform the tasks assigned to them in the Scope of Work at Exhibit A to the standards as set forth in the respective vendor's contract. In addition to any other requirements outlined in the Scope attached hereto, the HOA agrees that the contract for CDD landscape irrigation and maintenance will be competitively bid to at least three vendors and the CDD will be provided with the results of such bidding and an opportunity to provide input before a vendor is chosen to perform such work. The HOA will be the ultimate arbiter, however, for choosing the landscape/irrigation vendor to perform the work which is the responsibility of the HOA pursuant to this Agreement

3. Reporting. The HOA will report monthly to the CDD on the status of the areas and facilities being maintained for the CDD by the HOA. The report does not have to comply with the provisions of Section fourteen (14) of this Agreement but should describe incidents, accidents, damages, repairs, contract changes, maintenance requirements or other useful information to the CDD and will be in a format as agreed upon between the management for the respective parties. The report will be provided no later than one week before the monthly CDD meeting to enable the status report to be presented to the CDD Board of Supervisors at their meeting. In addition, the HOA will report more frequently whenever unusual, problematic, or non-routine issues occur or issues which may otherwise impact the CDD budget.

4. Funding. The HOA will provide the funding for the services assigned to it as provided in the Scope of Work. 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. Services required outside of the Scope of Work will be funded by the respective owner of the property or facility being serviced.

5. Term and Renewal. The term of this Agreement shall be one year 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 30th of each calendar year provided the terminating party provides the other party written notice of termination no later than May 30th of such calendar year. If notice of termination is provided after May 30th of each year, then the effective date of termination shall be September 30th 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.

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6. Insurance. Before performing any services related to this Agreement, the HOA shall assure that all contractors and sub-contractors performing work on District properties or facilities (hereinafter collectively referred to as "Contractors") 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
	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.

7. Indemnification. The HOA and CDD will require all vendor contracts under this Agreement to include the following language:

Contractor does hereby indemnify and hold harmless Stoneybrook at Heritage Harbour Community Association, Inc. ("HOA") and Heritage Harbour South Community Development District ("District"), their officers, directors, agents, and employees from and against any and all liabilities, damages, causes of action, losses and costs of every kind (including, but not limited to, reasonable attorney's fees) incurred as a result of or arising out of the Contractor performing or failing to perform the services referenced herein, including but not limited to, all damages sustained by the District or the HOA caused directly or indirectly by the negligence, recklessness or intentional wrongful misconduct of the Contractors, its employees and persons or entities employed or utilized by the Contractors in the performance of the Contractor's duties.

If at any time the CDD or the HOA discover a vendor contract for work to be performed on their respective property/assets does not have the required indemnification language, the unprotected party (CDD or HOA) has the authority to terminate this Agreement.

8. 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.

9. Assignment. Neither the District nor the HOA may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void. No employees, agents or representatives of the District or the HOA are personally or individually bound by this Agreement.

10. Attorney's Fees. If any litigation occurs between the parties as a result of or directly or indirectly arising out of or because of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs including without limitation attorney's fees and paralegal fees and court costs incurred in any trial, appellate (all levels) and/or bankruptcy proceedings.

11. 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.

12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the HOA.

13. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the HOA, both the District and the HOA have complied with all the requirements of law, and both the District and the HOA have full power and authority to comply with the terms and provisions of this instrument.

14. 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 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 Attn: District Manager
With a copy to:	Andrew H. Cohen, Esq. 6853 Energy Court Lakewood Ranch, FL 34240
If to the HOA:	Stoneybrook at Heritage Harbour Community Association, Inc., 200 Golden Harbour Trail Bradenton, Florida 34212

With a Copy to:

Kevin T. Wells, Esquire 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.

15. 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.

16. 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.

17. 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.

18. 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. The District understands and agrees that all documents of any kind provided to the HOA in connection with this Agreement may be official records and may be treated as such in accordance with Florida law.

19. 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.

20. 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.

Counterparts. This Agreement may be executed in any number of counterparts, each 21. of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

Vice-Chairman, Board of Supervisors

Date: Oct 30 2014

STONEYBROOK at HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.,

Its: PRESIDENS

Date: 017 3/ 2014

CHUN (Signature of Witness) Wilfredo 'erez

(Print Name of Witness)

EXHIBIT A Scope of Work

MAINTENANCE AGREEMENT BETWEEN THE HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT AND THE STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.

- I. The following represents a listing of maintenance areas within the Community and contains a designation of responsibility for the area. 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.
 - 1. Maintenance of Guard House Structures is to be performed by the HOA as follows:
 - A. Facilities will be inspected regularly for cleanliness and state of repair.
 - B. Inside of guardhouse will be cleaned regularly.
 - C. Outside will be painted on an as-needed basis.
 - D. Damages will be reported in a timely manner so that District can initiate insurance claims and repair any damage at District expense.
 - E. All utilities to include electric, water, internet and phone (if installed) will be managed, maintained and funded by the HOA.
 - 2. Maintenance of Gate Systems is to be performed by the HOA as follows:
 - A. The main entrance and back entrance gate systems will be maintained and funded by the HOA. This includes gate arms, access boxes, gate pedestals, loop system and any other material item related to the operation of the gates.
 - B. Insurance claims for gate incidents will be processed through the District insurance policies. Incidents and details will be gathered by HOA staff and presented to the District Manager in a timely manner to enable the claims process to be initiated. With the exception of gate arms which will be maintained and funded by the HOA, any damages incurred and not paid by insurance claims will be at the expense of the District.
 - 3. Security Gate Access;
 - A. Contracts for access control will be executed and the responsibility of the HOA.
 - B. All access protocols will be reviewed and approved by the District to ensure compliance with access requirements of the District.
 - C. All software installs, maintenance and upgrades will be an HOA responsibility.
 - D. All hardware for access control will be a responsibility of the HOA.
 - E. All access data will be maintained and a responsibility of the HOA.
 - 4. Landscape and Irrigation:
 - A. The HOA will comply with the terms of this Agreement regarding the hiring of a landscape/irrigation vendor including competitively bidding from at least three (3) vendors. With District input, the HOA shall then enter into a maintenance agreement with a qualified landscape company for the purpose of maintaining all the common area landscaping and irrigation (with the irrigation being subject to the restrictions as stated below) within the Community to include those parcels owned by the District. The vendor contract shall address disaster recovery fees for the Community.
 - B. Repairs and renovations to the landscaping will be a responsibility of the HOA.
 - C. 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 CDD. Any connection to the mainline is the responsibility of the CDD. Any repairs and/or renovations to irrigation located within a sidewalk or roadway right of way owned by the CDD shall be the responsibility of the CDD.

- D. Tree/palm tree trimming up to fifteen (15) feet in all common areas is a responsibility of the HOA and will be included in the landscape/irrigation vendor contract. Any tree trimming for trees fifteen (15) feet and over will also be paid for by the HOA separately.
- 5. Sidewalk and Curbing:
 - A. Except as otherwise stated in the governing documents of the HOA, sidewalk and curb damage is a responsibility of the District and such damage should be reported to the District in a timely manner so that the District can initiate repair procedures.
 - B. Except as otherwise stated in the governing documents of the HOA, sidewalk and curb cleaning (pressure washing) is a maintenance responsibility of the District.
- 6. Landscape and Monument Lighting:
 - A. All landscape and monument ornamental lighting on the CDD property is the responsibility of the HOA for replacement and maintenance.
- 7. Lakes and Wetlands:
 - A. The District is responsible for all lakes and wetland maintenance along with the associated storm water systems and structures.
- II. The District and the HOA mutually understand that both must comply with Public Records Laws of the State of Florida for those areas where the HOA is maintaining a District owned parcel or facility.
- III. The HOA and the District will identify an individual who will be designated as the liaison for their respective Boards for the purposes of this Agreement.