

***HERITAGE HARBOR  
COMMUNITY DEVELOPMENT DISTRICT***

***Agenda Package***

***Regular Meeting***

***Tuesday  
May 28, 2020  
6:30 p.m.***

***Location:  
Zoom – Conference Call  
Audio Only***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Heritage Harbor Community Development District

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DPFG Management & Consulting, LLC

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Lake Mary FL 32746  
(321) 263-0132 Ext. 4205

[ ] 15310 Amberly Drive, Suite 175  
Tampa, Florida 33647  
(813) 374 -9105

May 22, 2020

Board of Supervisors  
**Heritage Harbor Community Development District**

Dear Board Members:

The Regular Continued Meeting of the Board of Supervisors of the Heritage Harbor Community Development District is scheduled for **Thursday, May 28, 2020 at 6:30 p.m. via Zoom – Conference Call – Audio Only.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Patricia Comings-Thibault*

Patricia Comings-Thibault  
District Manager

Cc: Attorney  
Engineer  
District Records

## **Heritage Harbor Community Development District**

### **Board of Supervisors Meeting**

**Thursday, May 28<sup>th</sup> at 6:30 PM**

**via Zoom – **AUDIO ONLY****

Dear Residents

We welcome you to join us for the Board of Supervisors Meeting to be held on Thursday, May 28<sup>th</sup> at 6:30 PM. This meeting will be held via Zoom, an online platform that allows us to hold necessary Board meetings without having to leave the safety of your home. While many may know and have used Zoom as a video conference platform, we will be using it in audio only mode, so there will be no visual on your end to visually see, so as a note, your computer is working fine if you do not see a video stream. With Zoom you have two options for joining the meeting; telephone or computer, and it will all be audio based, meaning no video recording. Please follow the instructions below for either telephone or computer attendance. If you have any questions in regard to the agenda, please email them to [patricia.thibault@dpfg.com](mailto:patricia.thibault@dpfg.com) before the meeting so that they can be answered accordingly. Thank you for your patience in these trying times and we look forward to hearing from you.

#### **Join Zoom Meeting by Computer**

<https://us02web.zoom.us/j/84155741181?pwd=dTQweTRDc0UyODFVazM4bHM0SWxSdz09>

**Meeting ID:** 841 5574 1181

**Password:** 625834

#### **Join Zoom Meeting by Phone**

Dial by your location – Follow the Prompts – Meeting ID - **841 5574 1181** – Hit # when it requests a participant ID

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

District: **HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, May 28, 2020

Time: 6:30 PM

Location: Zoom Conference Call

Dial-in Number: +1 253 215 8782  
Guest Access Code: 841 5574 1181

***Agenda***

**I. Roll Call**

**II. Audience Comments**

**III. Landscape & Pond Maintenance**

- A. Greenview Landscape as Inspected by OLM – May 7, 2020 – 95% Exhibit 1
- B. Solitude Lake Management Report *Suspended  
by Solitude  
until June*

**IV. Operations**

- A. Golf Course Report *To be  
Distributed*
- B. DPFG Operations Report – April 2020 Exhibit 2

**V. Administrative**

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held April 23, 2020 Exhibit 3
- B. Consideration for Acceptance – The April 2020 Unaudited Financial Report Exhibit 4

**VI. Business Matters**

- A. Presentation of Registered Voters – 1,626 Exhibit 5
- B. Presentation of Reserve Study *To Be  
Distributed*
- C. Presentation of Proposed FY 2021 Budget *To Be  
Distributed*
- D. Consideration & Adoption of **Resolution 2020-04**, Approving Proposed FY 2021 Budget and Setting Public Hearing Exhibit 6
- E. Consideration of Envera Hands Free Sensors Proposal - \$602.00 Exhibit 7
- F. Discussion of Restaurant Rent Abatement for the May Partial Payment Exhibit 8



**VI. Business Matters (continued)**

- |   |            |
|---|------------|
| G. Consideration of Solitude Lake Management Notice of Projected Pricing for FY 2021 Budget - \$41,736.00/ Annually                       | Exhibit 9  |
| H. Consideration of Steadfast Environmental Aquatic Maintenance Proposal - \$35,732.40/ Annually  | Exhibit 10 |
| I. Consideration of McLain Plumbing Backflow Preventer at Fountain Repair Proposal - \$2,095.00   | Exhibit 11 |
| J. Presentation of Form 1 – Statement of Financial Interests  | Exhibit 12 |
| K. Presentation & Discussion of First Amendment to Amended and Restated Declaration for Heritage Harbor HOA – <i>Previously Presented</i> | Exhibit 13 |

**VII. Consent Agenda**

- |  |            |
|--|------------|
| A. Ratification of Site Masters Sanitary Sewer Cleanouts Proposal - \$400.00 | Exhibit 14 |
|--|------------|

**VIII. Staff Reports**

- A. District Manager
- B. District Attorney
- C. District Engineer

**IX. Supervisors Requests**

- X. Audience Comments – New Business –** *(limited to 3 minutes per individual for non-agenda items)*

**XI. Adjournment**

# EXHIBIT 1



# HERITAGE HARBOR CDD

LANDSCAPE INSPECTION

May 7, 2020

ATTENDING:

PAUL WOODS – OLM, INC.

**SCORE: 95%**

**NEXT INSPECTION  
JUNE 4<sup>TH</sup>, 2020 AT 10:30 AM**

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## CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

## CATEGORY II: MAINTENANCE ITEMS

### ENTRANCE

1. Gatehouse driveway: Control bed weeds.

### COMMONS

2. Newhaven entrance: Refertilize the Crape Myrtle to promote improved growth.
3. Adjacent to the Monterrey Bay monument: Selectively prune Ginger to promote flush of new growth.
4. Near the Seacove Drive intersection: Improve fertility in Viburnum. Pocket prune the plants to promote improved internal growth.
5. Parking area adjacent to the pump house: Remove herbicide weeds.
6. Haystack prune Purple Fountain Grass once the bloom cycle is complete.
7. Harbor Towne entrance: Improve turf fertility in the entrance island.
8. Near the golf cart crossing at Harbor Links Drive: Buff our crack weeds in the Miami curbs.
9. 4300 Block of Waterford Landing: Uniformly detail the turf curb during pond mowing operations.
10. Along the exit side drive between the gate arm and the lake shore: Improve fertility in the St. Augustine.

### HARBOR TOWNE

11. Harbor Towne entrance drive: Improve fertility to Loropetalum.
12. East end of the Harbor Towne parking lot: Line trim between the pond shore and the wood line with water levels are suppressed.
13. Adjacent to the tennis court overflow parking: Prune downward growth, weak

attachments, and any street tree limbs being stuck by service vehicles.

14. Adjacent to the pool/entrance to the maintenance shop: Prune any palm flowers accessible by pole saw.
15. In front of the tennis courts: Improve fertility to the Viburnum Suspensum hedgerow.

#### LUTZ LAKE FERN ROAD

16. Across the frontage near the bridge: Prune back Willow extending into the mowable areas.
17. Across the east part of the gate frontage: Fertilize Viburnum hedgerow to promote a vigorous new bloom.
18. West of the Cypress Glen Drive frontage: Remove windfall and prune deadwood from Wax Myrtles.

#### CYPRESS GLEN

19. Improve fertility to Queen palms in the center median island.

#### **CATEGORY III: IMPROVEMENTS – PRICING**

1. Center median island near the Seacove entrance: Provide a price to remove the declining Juniper and replace with Ornamental Grasses.
2. Near the Harbor Towne entrance: Provide a price to install Bahia sod to infill the bare soil areas between the curb and the sidewalk.

#### **CATEGORY IV: NOTES TO OWNER**

NONE

#### **CATEGORY V: NOTES TO CONTRACTOR**

1. Monitor the declining Pine on the exit side drive near the gatehouse parking.

PGW:kn

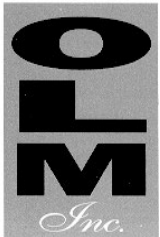
cc: Patricia Comings-Thibault [patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com)  
Ray Lotito [Raymond.Lotito@dpfg.com](mailto:Raymond.Lotito@dpfg.com)  
Ray Leonard [rleonard@greenacre.com](mailto:rleonard@greenacre.com)  
Larry Rhum [debs@greenviewfl.com](mailto:debs@greenviewfl.com)  
[records@dpfg.com](mailto:records@dpfg.com)

# HERITAGE HARBOUR CDD

## MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE			
TURF	5		
TURF FERTILITY	15	3	R.o.w. Exit side
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5	2	Viburnum
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10	3	LLF frontage dead wood overgrowth
CLEANLINESS	10		.
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE			
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		



Date: 5-6-20 \_\_Score: 95.5 *Performance Payment*<sup>TM</sup> %100\_

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

Inspector Signature: \_\_\_\_\_

Property Representative Signature: \_\_\_\_\_

# EXHIBIT 2

# HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT



Operations Report – May 2020





# STATUS UPDATE

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## ➤ **CDD Maintenance Activities Including Gate House, Entrances Monuments, Fountains And Common Areas**

### ➤ **Gatehouse**

- No Major Issues To Report. – Two Minor Gate Strike Reports This Month
- Received Proposal From Envera To Change Out Push Buttons At Gate Kiosks To “Hands Free” Sensors – Resident Expressed Concern About Buttons Being A “Touch Surface”

### ➤ **Entrance Monuments**

- Flower Replacement Recommended by OLM at Blue Water Monument Completed by Greenview Landscaping

### ➤ **Fountains**

- Requested and Received a Proposal for the Repair of the Backflow Preventer for the Right Hand Entry Fountain

### ➤ **Common Areas**

- Requested Update From Hillsborough Co. On The Tree Trimming Within The District From Mr. Allen Howell, County Landscape Architect. Multiple Crews Have Been Assigned No Completion Date By The Contractor Has Been Provided At This Time



# STATUS UPDATE

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## ➤ Resident Issues –

- Met w/ Resident Veekash Nana - 19210 Inlet Cove re: Requested Tree Trimming Due To Encroachment of Oak Branches Onto His property - **Request Board Guidance.**
- Inspected Complaint By Resident Brian Driver Re: Mowing Around Ponds At 17<sup>th</sup> Tee Box **Request Board Guidance**
- Resident Tara Zampino – 19266 Fishermans Bend Drive Requested to have a Sign Installed At The Pond Behind Her Home As People Are Harassing The Gators Behind Her Home – **Request Board Guidance**
- Resident Victor Centeno - 19016 Fishermans Bend Drive complained hat the flowers are not being changed out at the Cypress Green entrance on the same frequency as the main entrance – **Greenview Landscaping Advised The Flowers At Both Entrances At The Same Time.**
- Resident Paul Frizell - 19342 Sandy Springs Circle has requested Golf Course Maintenance Trim The Large Palm At The Rear Corner Closest To Golf Path, and The Large Tree That Is Near The Entrance To The Golf Path From The Street As You Cross Over From Hole 2 To Hole 3. – **Request Board Guidance**

## ➤ Golf Course

- Cart Path Repair Progress – New Cart Path Completed – Found Buried Sewer Clean-outs During Construction – Required A Change Order to Repair and Replace

# EXHIBIT 3

1 **MINUTES OF MEETING**

2 **HERITAGE HARBOR**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Heritage Harbor Community  
5 Development District was held on Thursday, April 23, 2020 at 6:30 p.m. via Zoom Conference Call.

6 **FIRST ORDER OF BUSINESS – Roll Call**

7 Mr. Penzer called the meeting to order and conducted roll call.

8 Present and constituting a quorum were:

9 David Penzer	Board Supervisor, Chairman
10 Russ Rossi ( <i>joined in progress</i> )	Board Supervisor, Vice Chairman
11 Patrick Giambelluca	Board Supervisor, Assistant Secretary
12 Clint Swigart	Board Supervisor, Assistant Secretary
13 Shelley Grandon	Board Supervisor, Assistant Secretary

14 Also present were:

15 Patricia Thibault	District Manager, DPFPG Management & Consulting
16 Ray Lotito	District Manager, DPFPG Management & Consulting
17 Tracy Robin	District Counsel, Straley Robin Vericker
18 Nic Kalojiannis	Harbor Terrace Restaurant
19 Marty Ford	Golf Course Superintendent
20 John Panno	Heritage Harbor Golf Pro Shop

21 *The following is a summary of the discussions and actions taken at the April 23, 2020 Heritage Harbor*  
22 *CDD Board of Supervisors Regular Meeting.*

23 **SECOND ORDER OF BUSINESS – Audience Comments**

24 There being none, the next item followed.

25 **THIRD ORDER OF BUSINESS – Landscape & Pond Maintenance**

26 A. Exhibit 1: Greenview Landscape as Inspected by OLM – April 2, 2020 – 95%

27 **FOURTH ORDER OF BUSINESS – Operations**

28 A. Exhibit 2: Golf Course Report

29 Mr. Panno gave an overview of COVID-19's impact on revenue for March and April, particularly  
30 with updated guidelines for golf cart usage. Mr. Rossi indicated the poor condition of a number of  
31 tee boxes, and asked about progress.

32 B. Exhibit 3: DPFPG Operations Report – March 2020

33 Mr. Lotito gave an overview of the operations report, noting an ongoing situation with a gate-car  
34 collision that would need to be reviewed by the Board.

35 **FIFTH ORDER OF BUSINESS – Administrative**

36 A. Exhibit 4: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
37 Meeting Held February 27, 2020

38 On a MOTION by Mr. Giambelluca, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board  
39 approved the Minutes of the Board of Supervisors Regular Meeting Held February 27, 2020 for the  
40 Heritage Harbor Community Development District.

B. Exhibit 5: Consideration for Acceptance – The March 2020 Unaudited Financial Report

Ms. Thibault indicated overall profits for the March report. Ms. Grandon asked about potential government reimbursement for expenditures classified under COVID-19, and Ms. Thibault gave an overview of the submitted applications and funding process. Discussion ensued.

On a MOTION by Mr. Penzer, SECONDED by Mr. Swigart, WITH ALL IN FAVOR, the Board accepted the March 2020 Unaudited Financial Report for the Heritage Harbor Community Development District.

**SIXTH ORDER OF BUSINESS – Business Matters**

A. Exhibit 6: Presentation of Pot Hole Fix

Mr. Giambelluca presented the pictures of the pot holes being fixed on March 9 by Hillsborough County Public Works.

B. Exhibit 7: Hillsborough County Sheriff Security Analysis

Mr. Penzer questioned the effect of the extra hour. The Board opted to revert to regular hours.

C. Exhibit 8: Presentation and Discussion of First Amendment to Amended and Restated Declaration for Heritage Harbor HOA

Following discussion between the Board and District Counsel, this item was tabled to the next monthly meeting, pending the Chair looking into the amendment.

D. Exhibit 9: Presentation of Harbor Terrace Restaurant Lease Renewal Option

Mr. Robin stated that the restaurant had renewed the last two-year option on the lease. Mr. Kalojiannis summarized changes in restaurant operations for golfers in accordance with health guidelines, additionally asking about potential rent relief solutions due to the impact of the pandemic. A workshop meeting was set for May 5 specific to this discussion.

E. Exhibit 10: Consideration of Heritage Harbor Multi-Purpose Park Proposal – Previously Presented

Mr. Penzer stated that he felt discussion of dog parks at this meeting was too early given uncertainty caused by the pandemic. This item was tabled.

F. Exhibit 11: Consideration of Greenview Landscaping Proposals

➤ Flower Installation Approval - \$5,270.00

Mr. Lotito stated that this proposal was a normal flower rotation, which Ms. Thibault noted was in the budget.

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the Greenview Flower Installation Landscaping Proposal, in the amount of \$5,270.00, for the Heritage Harbor Community Development District.

➤ Blue Water Monument - \$460.00

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the Greenview Blue Water Monument Landscaping Proposal, in the amount of \$460.00, for the Heritage Harbor Community Development District.

➤ Landscape Proposals - \$800.00

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved the Greenview Landscape Proposals, in the amount of \$800.00, for the Heritage Harbor Community Development District.

G. Exhibit 12: Consideration of Steadfast Environmental Vegetation Removal Proposal - \$5,130.00

Ms. Grandon asked whether this was in reserves, and Ms. Thibault stated that management would look into it, with the new reserve study to be presented at the next meeting.

On a MOTION by Mr. Penzer, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved the Steadfast Environmental Vegetation Removal Proposal, in the amount of \$5,130.00, for the Heritage Harbor Community Development District.

H. Exhibit 13: Consideration of Envera Proposals

➤ Replace Front LED on Resident Barrier Arm - \$301.77

➤ Replace the LED and foam on the Resident Arm - \$398.00

Mr. Lotito stated that the proposed replacements would be needed due to cars striking the barrier arms, though noted that the replacement components were more for aesthetic purposes. These proposals were tabled to the August meeting.

**SEVENTH ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 14: Ratification of Greenview Landscaping Proposals

➤ Irrigation Repair Proposal - \$232.00

➤ Main Line Link Repair - \$326.00

On a MOTION by Mr. Penzer, SECONDED by Ms. Grandon, WITH ALL IN FAVOR, the Board approved Exhibit A of the Consent Agenda for the Heritage Harbor Community Development District.

**EIGHTH ORDER OF BUSINESS – Staff Reports**

A. District Manager

Ms. Thibault stated that management would continue to monitor the COVID-19 situation, keeping the Board informed.

B. District Counsel

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

**NINTH ORDER OF BUSINESS – Supervisors Requests**

Mr. Giambelluca indicated the pot hole fix presentation under Exhibit 6 as his Supervisor request.

Mr. Rossi requested information on a tree trimming service that had been on District property.

**TENTH ORDER OF BUSINESS – Audience Comments – New Business**

A resident commented that Harbor Terrace was providing a service to the community by continuing operations to support the golf course, and noted that the HOA had provided relief to SRK Camps in a similar fashion to what Harbor Terrace had requested.

115 **ELEVENTH ORDER OF BUSINESS – Adjournment**

116 Mr. Penzer asked for final questions, comments, or corrections before requesting a motion to  
117 adjourn the meeting. There being none, Ms. Grandon made a motion to adjourn the meeting.

118 On a MOTION by Ms. Grandon, SECONDED by Mr. Penzer, WITH ALL IN FAVOR, the Board  
119 adjourned the meeting for the Heritage Harbor Community Development District.

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

123 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
124 **meeting held on \_\_\_\_\_.**

125

126

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

127

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

128 **Title:**    ☐ **Secretary**    ☐ **Assistant Secretary**

**Title:**    ☐ **Chairman**    ☐ **Vice Chairman**

# EXHIBIT 4

### Financial Snapshot - General Funds

Revenue: Net Assessments % Collected YTD			
	FY 2019 Actuals YTD	FY 2020 Actuals YTD	FY 2020 Budget YTD
General Fund	98.3%	97.1%	100.0%
Debt Service Fund	98.3%	97.1%	100.0%

### Expenditures: Amount Spent YTD

	FY 2019 Actuals YTD	FY 2020 Actuals YTD	FY 2020 Budget YTD
General Fund			
Administration	\$ 80,995	\$ 99,037	\$ 91,672
Field	284,777	305,448	388,448
<b>Total General Fund</b>	<b>\$ 365,772</b>	<b>\$ 404,485</b>	<b>\$ 480,119</b>

% of Actual Expenditures Spent of Budgeted Expenditures

49%

### Cash and Investment Balances

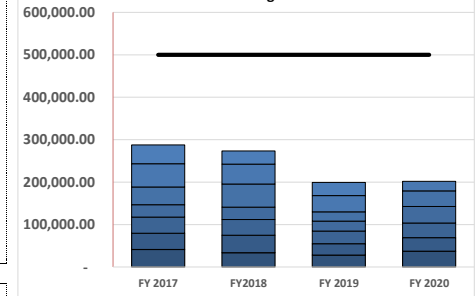
	Prior Year YTD	Current YTD
Operating Accounts	\$ 691,762	\$ 836,801

### Financial Snapshot - Enterprise Fund - Restaurant

#### Restaurant and Beverage Cart Gross Revenue

	FY 2017	FY2018	FY 2019	FY 2020
October	41,368.00	33,629.00	28,113.00	37,261.00
November	38,168.00	41,064.00	26,921.00	31,871.00
December	37,906.00	37,247.00	29,649.00	34,445.00
January	29,147.00	29,036.00	23,393.00	39,065.00
February	41,938.00	54,626.00	21,969.00	36,644.00
March	54,956.00	46,917.00	38,070.00	22,665.00
April	44,196.00	30,767.00	31,115.00	
May	43,086.00	41,345.00	45,993.00	
June	46,328.00	29,142.00	43,421.00	
July	32,565.00	24,196.00	32,429.00	
August	34,216.00	29,982.00	33,940.00	
September	29,643.00	28,801.00	34,700.00	
<b>Yearly Total</b>	<b>\$ 473,517</b>	<b>\$ 426,752</b>	<b>\$ 389,713</b>	<b>\$ 201,951</b>

#### Total Restaurant & Beverage Cart Gross Revenue YTD



### Financial Snapshot - Enterprise Fund - Golf Activity

Gross Profit by Golf Activity	Actual	Actual	Actual	Budget
	FY 2018 - YTD	FY 2019 - YTD	FY 2020 - YTD	FY 2020 - YTD
Golf Course	\$ 648,028	\$ 627,236	\$ 625,744	\$ 542,509
Pro Shop	58,369	22,941	24,029	21,335
Cost of Goods Sold	(12,321)	(12,444)	(12,183)	(11,198)
<b>Total Gross Profit</b>	<b>\$ 694,076</b>	<b>\$ 637,733</b>	<b>\$ 637,590</b>	<b>\$ 552,647</b>

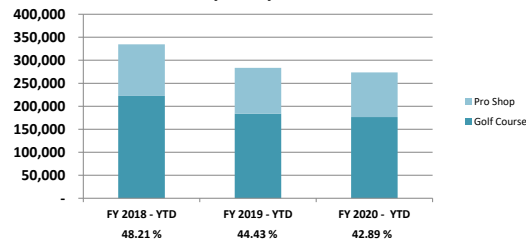
Expenses by Golf Activity	Actual	Actual	Actual	Budget
	FY 2018 - YTD	FY 2019 - YTD	FY 2020 - YTD	FY 2020 - YTD
Golf Course	\$ 306,116	\$ 310,043	\$ 280,039	\$ 340,151
Pro Shop	197,172	190,586	195,330	237,177
<b>Total Expenses</b>	<b>\$ 503,288</b>	<b>\$ 500,629</b>	<b>\$ 475,369</b>	<b>\$ 577,328</b>

Net Income (Loss) by Golf Activity	Actual	Actual	Actual	Budget
	FY 2018 - YTD	FY 2019 - YTD	FY 2020 - YTD	FY 2020 - YTD
Golf Course	\$ 341,912	\$ 317,193	\$ 345,705	\$ 202,358
Pro Shop	(151,124)	(180,089)	(183,484)	(227,039)
<b>Total Net Income (Loss) B4 Depreciation</b>	<b>\$ 190,788</b>	<b>\$ 137,104</b>	<b>\$ 162,221</b>	<b>\$ (24,682)</b>
Total Depreciation Expense	129,887	129,887	129,887	-
<b>Total Net Income (Loss) After Depreciation</b>	<b>\$ 60,901</b>	<b>\$ 7,217</b>	<b>\$ 32,334</b>	<b>\$ (24,682)</b>

Debt Service	Actual	Actual	Actual	Budget
	FY 2018 - YTD	FY 2019 - YTD	FY 2020 - YTD	FY 2020 - YTD
Principal Payment	\$ 10,000	\$ -	\$ -	\$ -
Interest Payment	5,716	15,349	23,466	23,466
Prepayment Call	-	-	-	-
<b>Total Debt Service Payments</b>	<b>\$ 15,716</b>	<b>\$ 15,349</b>	<b>\$ 23,466</b>	<b>\$ 23,466.75</b>

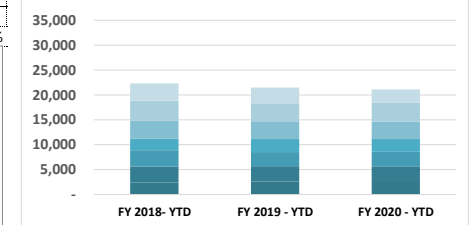
Payroll by Activity	Actual	Actual	Actual	Budget
	FY 2018 - YTD	FY 2019 - YTD	FY 2020 - YTD	FY 2020 - YTD
Golf Course				
Payroll- Hourly	\$ 181,546	\$ 150,522	\$ 143,986	\$ 160,417
FICA Taxes	27,665	18,962	18,172	25,667
Life and Health Insurance	13,193	14,158	14,253	16,567
<b>Total Golf Course</b>	<b>222,404</b>	<b>183,642</b>	<b>176,410</b>	<b>202,650</b>
Pro Shop				
Payroll- Hourly	89,319	80,934	79,532	86,917
FICA Taxes	13,614	10,708	10,589	13,907
Life and Health Insurance	9,305	8,055	6,945	9,917
<b>Total Pro Shop</b>	<b>112,238</b>	<b>99,698</b>	<b>97,065</b>	<b>110,740</b>
<b>Total Payroll</b>	<b>\$ 334,642</b>	<b>\$ 283,340</b>	<b>\$ 273,476</b>	<b>\$ 313,390</b>
% of Revenues	48.21%	44.43%	42.89%	56.71%

#### Payroll By Year



Actual Rounds of Golf by Month	FY 2018 - YTD	FY 2019 - YTD	FY 2020 - YTD
October	2,405	2,612	2,711
November	3,233	3,066	2,946
December	3,267	2,835	2,909
January	2,318	2,621	2,588
February	3,628	3,442	3,461
March	4,024	3,743	3,833
April	3,433	3,162	2,648
<b>Total Rounds</b>	<b>22,308</b>	<b>18,319</b>	<b>21,096</b>

#### Annual YTD Total Golf Rounds





# **Heritage Harbor Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
April 30, 2020

# Heritage Harbor CDD

## Balance Sheet

April 30, 2020

	General Fund	Golf Course & Pro Shop	Debt Series 2018	Construction	Consolidated Total
<b><u>ASSETS:</u></b>					
CASH - HANCOCK OPERATING ACCOUNT	\$ 99,843	\$ -	\$ -	\$ -	\$ 99,843
CASH - BU OPERATING ACCOUNT	9,469	-	-	-	9,469
CASH - HH OPERATING ACCOUNT	8,542	-	-	-	8,542
CASH - SUNTRUST	5,482	-	-	-	5,482
CASH - MONEY MARKET	632,987	-	-	-	632,987
CASH - HH ENTERPRISE ACCOUNT	-	144,897	-	-	144,897
CASH - FIFTH THIRD BANK	80,478	272,714	-	-	353,192
CASH ON HAND	-	600	-	-	600
INVESTMENTS:					
REVENUE FUND	-	-	343,670	-	343,670
RESERVE TRUST FUND	-	-	65,884	-	65,884
CONSTRUCTION TRUST FUND	-	-	-	254,093	254,093
ON ROLL ASSESSMENT RECEIVABLE	21,724	-	9,717	-	31,440
ACCOUNTS RECEIVABLE	14,161	153	-	-	14,314
DEPOSITS - UTILITIES	1,890	3,456	-	-	5,346
DUE FROM OTHER FUNDS	-	-	5	1,441	1,446
INVENTORY ASSETS:					
GOLF BALLS	-	4,803	-	-	4,803
GOLF CLUBS	-	198	-	-	198
GLOVES	-	3,952	-	-	3,952
HEADWEAR	-	1,405	-	-	1,405
LADIES WEAR	-	662	-	-	662
MENS WEAR	-	1,932	-	-	1,932
SHOES/socks	-	52	-	-	52
MISCELLANEOUS	-	2,081	-	-	2,081
INVESTMENTS CD	21,489	-	-	-	21,489
<b>TOTAL CURRENT ASSETS</b>	<b>896,065</b>	<b>436,906</b>	<b>419,276</b>	<b>255,533</b>	<b>2,007,779</b>
<b><u>NONCURRENT ASSETS</u></b>					
LAND	-	1,204,598	-	-	1,204,598
INFRASTRUCTURE	-	6,011,912	-	-	6,011,912
ASSUM. DEPRECIATION-INFRASTRUCTURE	-	(5,808,240)	-	-	(5,808,240)
EQUIPMENT & FURNITURE	-	853,044	-	-	853,044
ACCUM. DEPRECIATION - EQUIP/FURNITURE	-	(853,044)	-	-	(853,044)
<b>TOTAL NONCURRENT ASSETS</b>	<b>-</b>	<b>1,408,270</b>	<b>-</b>	<b>-</b>	<b>1,408,270</b>
<b>TOTAL ASSETS</b>	<b>\$ 896,065</b>	<b>\$ 1,845,176</b>	<b>\$ 419,276</b>	<b>\$ 255,533</b>	<b>\$ 3,416,050</b>

# Heritage Harbor CDD

## Balance Sheet

April 30, 2020

	General Fund	Golf Course & Pro Shop	Debt Series 2018	Construction	Consolidated Total
<b>LIABILITIES:</b>					
ACCOUNTS PAYABLE	\$ 21,215	\$ 16,751	\$ -	\$ 12,463	\$ 50,429
DEFERRED ON ROLL ASSESSMENTS	21,724	-	9,717	-	31,440
SALES TAX PAYABLE	-	4,055	-	-	4,055
GIFT CERTIFICATES	-	764	-	-	764
RESTAURANT DEPOSITS	19,500	-	-	-	19,500
DUE TO OTHER FUNDS	1,446	-	-	-	1,446
<b>TOTAL CURRENT LIABILITIES</b>	<b>63,885</b>	<b>21,569</b>	<b>9,717</b>	<b>12,463</b>	<b>107,634</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 63,885</b>	<b>\$ 21,569</b>	<b>\$ 9,717</b>	<b>\$ 12,463</b>	<b>\$ 107,634</b>
<b>FUND BALANCES:</b>					
NON-SPENDABLE ( DEPOSITS & PREPAID)	1,890	3,456	-	-	5,346
RESTRICTED FOR:					
DEBT SERVICE	-	-	409,559	-	409,559
1ST QUARTER OPERATING RESERVES	191,412	-	-	-	191,412
ASSIGNED:					
RESERVES - FOUNTAINS	11,625	-	-	-	11,625
RESERVES - GATE/ENTRY FEATURES	30,142	-	-	-	30,142
RESERVES - IRRIGATION SYSTEM	49,259	-	-	-	49,259
RESERVES - LAKE ENHANCEMENTS	34,875	-	-	-	34,875
RESERVES - LANDSCAPE	34,875	-	-	-	34,875
UNASSIGNED:	478,103	-	-	-	478,103
NET ASSETS					
INVESTED IN CAPITAL ASSETS	-	1,408,270	-	-	1,408,270
UNRESTRICTED/UNRESERVED	-	411,880	-	243,070	654,950
<b>TOTAL LIABILITIES &amp; FUND BALANCES/NET ASSETS</b>	<b>\$ 896,065</b>	<b>\$ 1,845,176</b>	<b>\$ 419,276</b>	<b>\$ 255,533</b>	<b>\$ 3,416,050</b>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

**Heritage Harbor CDD**  
**GENERAL FUND**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**PRELIMINARY**  
**For the period from October 1, 2019 through April 30, 2020**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 736,509	\$ 736,509	\$ 714,936	\$ (21,573)
INTEREST	2,700	1,575	2,096	521
MISCELLANEOUS	-	-	-	-
RESTAURANT REVENUE	78,000	45,500	39,000	(6,500)
<b>TOTAL REVENUE</b>	<b>817,209</b>	<b>783,584</b>	<b>756,033</b>	<b>(27,551)</b>
<b>EXPENDITURES</b>				
<b>GENERAL ADMINISTRATION:</b>				
SUPERVISORS' COMPENSATION	12,000	7,000	4,800	2,200
PAYROLL TAXES	2,259	1,318	458	860
PAYROLL SERVICE FEE	-	-	-	-
ENGINEERING SERVICES	9,000	5,250	5,724	(474)
LEGAL SERVICES	12,000	7,000	17,163	(10,163)
DISTRICT MANAGEMENT	66,759	38,943	37,287	1,656
ACCOUNTING SERVICES	-	-	-	-
AUDITING SERVICES	5,800	-	-	-
POSTAGE & FREIGHT	1,500	875	-	875
INSURANCE (Liability, Property and Casualty)	13,000	13,000	13,343	(343)
PRINTING & BINDING	2,200	1,283	-	1,283
LEGAL ADVERTISING	1,200	700	200	501
MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	1,500	875	3,781	(2,906)
WEBSITE HOSTING & MANAGEMENT	2,265	2,140	3,178	(1,038)
OFFICE SUPPLIES	500	292	-	292
ANNUAL DISTRICT FILING FEE	175	175	175	-
ALLOCATION OF HOA SHARED EXPENDITURES	21,979	12,821	12,928	(107)
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>152,137</b>	<b>91,672</b>	<b>99,037</b>	<b>(7,365)</b>
<b>FIELD:</b>				
PAYROLL - HOURLY	44,924	26,206	22,006	4,200
FICA TAXES & PAYROLL FEE	5,948	3,470	2,536	934
LIFE AND HEALTH INSURANCE	4,998	2,916	2,524	392
CONTRACT- GUARD SERVICES	82,000	47,833	41,825	6,009
CONTRACT-FOUNTAIN	1,680	980	980	-
CONTRACT-LANDSCAPE	136,800	90,200	90,200	-
CONTRACT-LAKE	42,436	24,897	24,346	551
CONTRACT-GATES	46,680	31,310	31,310	-
GATE - COMMUNICATIONS - TELEPHONE	3,744	2,184	1,351	833
UTILITY-GENERAL	78,000	45,500	41,217	4,283
R&M-GENERAL	3,000	1,750	350	1,400
R&M-GATE	3,000	1,750	-	1,750
R&M-OTHER LANDSCAPE	34,240	19,973	5,270	14,703
R&M-IRRIGATION	3,500	2,042	2,315	(273)
R&M-MITIGATION	2,000	1,167	-	1,167
R&M-TREES AND TRIMMING	7,500	4,375	-	4,375
R&M-PARKS & FACILITIES	1,000	583	850	(267)
MISC-HOLIDAY DÉCOR	8,500	8,500	6,440	2,060
MISC-CONTINGENCY	55,512	32,382	2,451	29,931
RESTAURANT EXPENDITURE	69,310	40,431	29,477	10,954
<b>TOTAL FIELD</b>	<b>634,772</b>	<b>388,448</b>	<b>305,448</b>	<b>82,999</b>
<b>TOTAL EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)</b>	<b>786,909</b>	<b>480,119</b>	<b>404,485</b>	<b>75,634</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
<b>RENEWAL &amp; REPLACEMENT RESERVE</b>				
RESERVE STUDY CONTRIBUTION	30,300	-	-	-
<b>TOTAL RENEWAL &amp; REPLACEMENT RESERVE</b>	<b>30,300</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>817,209</b>	<b>480,119</b>	<b>404,485</b>	<b>75,634</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>303,465</b>	<b>351,548</b>	<b>48,083</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>303,465</b>	<b>351,548</b>	<b>48,083</b>
FUND BALANCE - BEGINNING	-	-	480,632	480,632
FUND BALANCE - INC IN RESERVE	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 303,465</b>	<b>\$ 832,180</b>	<b>\$ 528,715</b>

**Heritage Harbor CDD**  
**GOLF COURSE & PRO SHOP Enterprise Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2019 through April 30, 2020**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
<b>GOLF COURSE</b>				
GREEN FEES	\$ 890,997	\$ 519,748	\$ 593,615	\$ 73,867
CLUB RENTALS	25	25	-	(25)
RANGE FEES	38,804	22,636	32,129	9,494
HANDICAPS	100	100	-	(100)
<b>TOTAL GOLF COURSE REVENUE</b>	<b>929,926</b>	<b>542,509</b>	<b>625,744</b>	<b>83,235</b>
<b>PRO SHOP</b>				
GOLF BALL SALES	22,800	13,300	16,495	3,195
GLOVE SALES	6,000	3,500	4,020	520
HEADWEAR SALES	3,775	2,202	1,124	(1,078)
LADIES WEAR SALES	-	-	125	125
MENS WEAR SALES	2,000	1,167	803	(364)
MISCELLANEOUS SALES	2,000	1,167	1,462	295
<b>TOTAL PRO SHOP REVENUE</b>	<b>36,575</b>	<b>21,335</b>	<b>24,029</b>	<b>2,693</b>
<b>RENTAL</b>	<b>-</b>	<b>-</b>	<b>549</b>	<b>549</b>
<b>SALES DISCOUNT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL OPERATING REVENUE</b>	<b>966,501</b>	<b>563,844</b>	<b>650,322</b>	<b>86,478</b>
<b>COST OF GOODS SOLD</b>				
COS-GOLF BALLS	12,136	7,079	8,708	1,628
COS-GLOVES	3,314	1,933	1,870	(64)
COS-HEADWEAR	1,880	1,097	396	(701)
COS-LADIES WEAR	-	-	63	63
COS-MENS WEAR	1,008	588	594	6
COS-MISCELLANEOUS	858	501	554	53
<b>TOTAL COST OF GOODS SOLD</b>	<b>19,196</b>	<b>11,198</b>	<b>12,183</b>	<b>986</b>
<b>GROSS PROFIT</b>	<b>947,305</b>	<b>552,646</b>	<b>638,139</b>	<b>85,492</b>
<b>OPERATING EXPENSES</b>				
<b>GOLF COURSE</b>				
PAYROLL-HOURLY	275,000	160,417	143,986	16,431
PAYROLL-INCENTIVE	500	500	800	(300)
FICA TAXES & ADMINISTRATIVE	44,000	25,667	18,172	7,495
LIFE AND HEALTH INSURANCE	28,400	16,567	14,253	2,314
WEB SITE DEVELOPMENT	-	-	-	-
ACCOUNTING SERVICES	4,210	2,456	2,415	41
CONTRACTS-SECURITY ALARMS	239	140	180	(40)
COMMUNICATION-TELEPHONE	2,364	1,379	864	515
POSTAGE & FREIGHT	200	117	-	117
ELECTRICITY-GENERAL	13,200	7,700	4,720	2,980
UTILITY-REFUSE REMOVAL	4,620	3,079	3,015	64
UTILITY-WATER & SEWER	6,600	3,850	2,984	866
RENTAL/LEASE-VEHICLE/EQUIP	39,311	22,931	21,461	1,471
LEASE-ICE MACHINES	1,500	1,000	1,000	-
INSURANCE-PROPERTY	24,377	24,377	21,347	3,030
R&M-BUILDING	500	292	-	292
R&M-EQUIPMENT	15,500	9,042	8,466	575
R&M-FERTILIZER	30,000	17,500	11,673	5,827
R&M-IRRIGATION	5,000	2,917	507	2,410
R&M-GOLF COURSE	5,025	2,931	225	2,706
R&M-PUMPS	2,760	1,610	8,435	(6,825)
MISC-PROPERTY TAXES	2,100	1,225	1,511	(286)
MISC-LICENSES & PERMITS	300	300	575	(275)
OP SUPPLIES- GENERAL	4,800	2,800	3,316	(516)
OP SUPPLIES-FUEL, OIL	15,500	9,042	7,422	1,619
OP SUPPLIES-CHEMICALS	30,571	17,833	443	17,390
OP SUPPLIES-HAND TOOLS	750	438	366	71
SUPPLIES-SAND	1,800	1,050	-	1,050
SUPPLIES-TOP DRESSING	2,400	1,400	1,523	(123)
SUPPLIES-SEEDS	2,000	1,167	-	1,167
ALLOCATIONS OF HOA SHARED EXPENDITURES	732	427	380	47
<b>TOTAL GOLF COURSE</b>	<b>564,259</b>	<b>340,151</b>	<b>280,039</b>	<b>60,112</b>

**Heritage Harbor CDD**  
**GOLF COURSE & PRO SHOP Enterprise Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2019 through April 30, 2020**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>PRO SHOP:</b>				
PAYROLL-HOURLY	149,000	86,917	79,532	7,385
FICA TAXES & ADMINISTRATIVE	23,840	13,907	10,589	3,318
LIFE AND HEALTH INSURANCE	17,000	9,917	6,945	2,972
ACCOUNTING SERVICES	4,890	2,853	2,415	438
CONTRACTS-SECURITY ALARMS	2,157	1,258	733	525
POSTAGE AND FREIGHT	250	146	-	146
ELECTRICITY-GENERAL	8,400	4,900	3,821	1,079
UTILITY-REFUSE REMOVAL	693	404	-	404
UTILITY-WATER & SEWER	2,500	1,458	-	1,458
LEASE-CARTS	70,560	47,160	48,598	(1,438)
INSURANCE-PROPERTY	11,561	11,561	13,310	(1,749)
R&M-GENERAL	3,000	1,750	-	1,750
R&M-AIR CONDITIONING	800	467	-	467
R&M - RANGE	1,000	583	-	583
ADVERTISING	10,500	6,125	4,039	2,086
MISC-BANK CHARGES	22,000	12,833	12,722	112
MISC-CABLE TV EXPENSES	1,600	933	974	(41)
MISC-PROPERTY TAXES	5,500	5,500	-	5,500
MISC-HANDICAP FEES	500	500	558	(58)
OFFICE SUPPLIES	1,200	700	609	91
COMPUTER EXPENSE	1,000	1,000	965	35
OP SUPPLIES-GENERAL	1,000	583	1,218	(634)
SUPPLIES-SCORECARDS	500	292	-	292
CONTINGENCY	2,000	1,167	1,075	92
ALLOCATION OF HOA SHARED EXPENDITURES	14,495	8,455	7,228	1,227
RESERVE	27,100	15,808	-	15,808
<b>TOTAL PRO SHOP</b>	<b>383,046</b>	<b>237,177</b>	<b>195,330</b>	<b>41,848</b>
<b>TOTAL DEPRECIATION EXPENSE</b>	<b>-</b>	<b>-</b>	<b>129,887</b>	<b>(129,887)</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>947,305</b>	<b>577,328</b>	<b>605,256</b>	<b>(27,927)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(24,682)</b>	<b>32,883</b>	<b>57,565</b>
<b>NONOPERATING EXPENSES:</b>				
ARBITRAGE REBATE	-	-	-	-
DISSEMINATION AGENT	-	-	-	-
TRUSTEE	-	-	-	-
PRINCIPAL DEBT RETIREMENT	-	-	-	-
INTEREST EXPENSE	-	-	-	-
<b>DEBT SERVICE TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENSES</b>	<b>947,305</b>	<b>577,328</b>	<b>605,256</b>	<b>(27,927)</b>
<b>NONOPERATING REVENUES</b>				
INTEREST AND DIVIDEND REVENUE	-	-	-	-
SALES TAX DISCOUNT	-	-	-	-
MISC REVENUES	-	-	-	-
GAIN ON SALE OF EQUIPMENT	-	-	-	-
INTERFUND TRANSFER IN	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>-</b>	<b>(24,682)</b>	<b>32,883</b>	<b>57,565</b>
NET ASSETS - BEGINNING	-	-	1,790,724	1,790,724
<b>NET ASSETS- ENDING</b>	<b>\$ -</b>	<b>\$ (24,682)</b>	<b>\$ 1,823,607</b>	<b>\$ 1,848,289</b>

**HERITAGE HARBOR CDD**  
**DEBT SERVICE 2018**  
**STATEMENT OF REVENUE, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**For the period from October 1, 2019 through April 30, 2020**

	<b>FY2020 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (NET)	\$ 328,407	\$ 328,407	\$ 319,775	\$ (8,632)
SPECIAL ASSESSMENTS - EXCESS ON-ROLL (NET)	-	-	-	-
INTEREST--INVESTMENT	-	-	1,010	1,010
MISCELLANEOUS REVENUE	-	-	-	-
<b>TOTAL REVENUE</b>	<b>328,407</b>	<b>328,407</b>	<b>320,785</b>	<b>(7,622)</b>
<b>EXPENDITURES</b>				
COST OF ISSUANCE	-	-	-	-
INTEREST EXPENSE	41,407	23,466	23,466	-
PRINCIPAL EXPENSE	287,000	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>328,407</b>	<b>23,466</b>	<b>23,466</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
TRANSFER -IN	-	-	-	-
TRANSFER-OUT	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>304,941</b>	<b>297,319</b>	<b>(7,622)</b>
FUND BALANCE - BEGINNING	-	-	112,240	112,240
FUND BALANCE FORWARD	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 304,941</b>	<b>\$ 409,559</b>	<b>\$ 104,618</b>

**Heritage Harbor CDD**  
**CONSTRUCTION FUND**

**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2019 through April 30, 2020**

	<b>CONSTRUCTION ACTUAL YTD</b>
<b>REVENUE</b>	
INTEREST REVENUE	\$ 1,970
MISCELLANEOUS	1,441
<b>TOTAL REVENUE</b>	<b>3,411</b>
 <b>EXPENDITURES</b>	
CONSTRUCTION IN PROGRESS	40,114
<b>TOTAL EXPENDITURES</b>	<b>40,114</b>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	 <b>(36,704)</b>
 <b>OTHER FINANCING SOURCES (USES)</b>	
BOND PROCEEDS	-
TRANSFER-IN	-
TRANSFER-OUT	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>
 NET CHANGE IN FUND BALANCE	 <b>(36,704)</b>
 <b>FUND BALANCE - BEGINNING</b>	 279,774
 <b>FUND BALANCE - ENDING</b>	 <b>\$ 243,070</b>



**HERITAGE HARBOR CDD**  
**Community Development District**  
**Operating Accounts Reconciliations**  
**April 30, 2020**

	<b>GENERAL FUND</b>		<b>ENTERPRISE FUND</b>	
	<u>HARBOR</u>	<u>Bank United</u>	<u>HARBOR</u>	<u>Fifth Third Bank</u>
	<u>COMMUNITY BANK</u>		<u>COMMUNITY BANK</u>	
Balance Per Bank Statement	\$ 8,541.94	\$ 35,895.44	\$ 144,896.99	\$ 346,386.87
Less: Outstanding Checks	-	(26,426.60)	-	(1,752.02)
Plus: Deposits In Transit	-	-	-	8,557.48
<b>Adjusted Bank Balance</b>	<b><u>\$ 8,541.94</u></b>	<b><u>\$ 9,468.84</u></b>	<b><u>\$ 144,896.99</u></b>	<b><u>\$ 353,192.33</u></b>

Beginning Bank Balance Per Books	\$ 8,541.94	\$ 58,102.27	\$ 144,896.99	\$ 350,332.61
Cash Receipts & Credits	-	50,003.95	-	97,209.63
Cash Disbursements	-	(98,637.38)	-	(94,349.91)
<b>Balance Per Books</b>	<b><u>\$ 8,541.94</u></b>	<b><u>\$ 9,468.84</u></b>	<b><u>\$ 144,896.99</u></b>	<b><u>\$ 353,192.33</u></b>

# EXHIBIT 5



April 24, 2020

To Whom It May Concern:

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2020, listed below.

Community Development District	Number of Registered Electors
Heritage Harbor	1626

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or [ewhite@hcsoe.org](mailto:ewhite@hcsoe.org).

Respectfully,

Enjoli White  
Candidate Services Liaison



# EXHIBIT 6

*To Be Distributed*

# EXHIBIT 7

*To Be Distributed*

# EXHIBIT 8

## RESOLUTION 2020-04

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET AND PROPOSED ENTERPRISE BUDGETS FOR FISCAL YEAR 2020/2021; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Heritage Harbor Community Development District (“**District**”) prior to June 15, 2020 a proposed operation and maintenance budget (for general services) and proposed enterprise budgets (for golf, pro-shop, and restaurant services) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (collectively, “**Proposed Budget**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 27, 2020  
HOUR: 6:30 p.m.  
LOCATION\*: Heritage Harbor Clubhouse Library  
19502 Heritage Harbor Parkway  
Lutz, FL

*\*Please note that pursuant to Governor DeSantis’ Executive Order 20-69 (as extended by Executive Orders 20-112, 20-123, and as it may be further extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District’s website for the latest information: <http://www.heritageharborcdd.org>.*

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s

website at least two days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED ON MAY 28, 2020.**

Attest:

**Heritage Harbor Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
David Penzer  
Chair of the Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2020/2021**



# EXHIBIT 9

# Proposal for Repair

Client/Community	Heritage Harbor	Proposal Date:	5/19/2020
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Qty.	Equipment to Be Repaired/Replaced	Unit Cost	Extended Cost
3	IR PROX SNSR NO/NC 2-6" 12-24V	59.00	\$177.00
3	Hourly Labor	125.00	\$375.00
1	Trip Charge	50.00	\$50.00

**\$602.00**

Total Charges \$  
(Plus any applicable taxes)

## Scope of Work:

Replace push buttons for Open Gate command with IR sensor

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT:	
Signature		Signature	
Print Name	Tiffany Knighton	Print Name	
Title / Position	Service Coordinator	Title / Position	
Date	5/19/2020	Date	

# EXHIBIT 10

**Fax**

To: TRACY ROBIN From: NEC KADYMAN  
Fax: \_\_\_\_\_ Pages(Incl Cover): 2  
Phone: 813 449 3166 Date: 3/31/20  
Re: Large extension excavation

03.31.20

Re: Executing lease renewal option for:

Harbor Terrace Restaurant

19502 Heritage Harbor Parkway

Lutz, FL 33558

Attn:

Tracy Robin

District Counsel-Registered Agent

Straley, Robin & Vericker

1510 W. Cleveland

Tampa FL 33606

Ph. 813 -223-9400

Fx. 813-223-5043

**Patricia Thibault**

District Manager

DPFG Management & Consulting LLC

15310 Amberly Drive

Suite 175

Tampa FL 33647

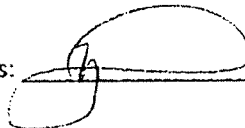
Ph.(321) 263-0132 Ext 4205

To Whom it may concern,

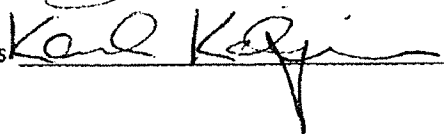
At this time we are executing our final renewal option for the lease extension in our lease. Thank you.

Sincerely,

Nicholas Kalojiannis:

 3/31/20

Karol Kalojiannis

 3-31-2020

Harbor Terrace Restaurant

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made and entered into this 26<sup>th</sup> day of June, 2003, by and between Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not-for-profit corporation ("Lessor"), whose address is c/o Rampart Properties, Inc., 10012 North Dale Mabry, Suite 223, and Heritage Harbor Community Development District ("Lessee"), a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, whose address is c/o Severn Trent Environmental Services, Inc., 16311 West Tampa Boulevard, Tampa, Florida 33647, Attention: Mr. John Daugirda.

## WITNESSETH:

1. **Lease of Premises.** In consideration of the mutual promises, covenants and conditions herein contained, and the rent reserved by Lender, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby rents of and from Lessor, the following:

That certain approximately 4,407 square foot restaurant and banquet hall, 4,834 square foot cart barn, and 789 square foot pro shop (collectively the "Premises") (together with all furniture, fixtures and other non-perishable property located within the Premises as set forth on Exhibit A-2 attached hereto) all contained within the Clubhouse and recreational facilities having an address of 19502 Heritage Harbor Parkway, Lutz, Florida 33558 (the "Clubhouse Facilities") as legally described on Exhibit A attached hereto, which Premises are located within the development known as Heritage Harbor (the "Community") legally described on Exhibit B, attached hereto

together with easements and improvements appurtenant thereto, but subject to easements, restrictions and other matters of record. The actual locations, numbers, sizes and dimensions of all improvements, landscaping and parking areas may deviate from the descriptions thereof shown on the Exhibits hereto. LESSEE ONLY HAS A LEASEHOLD INTEREST IN THE PREMISES AND HAS NO OWNERSHIP INTEREST WHATSOEVER IN THE CLUBHOUSE FACILITIES OR THE PREMISES.

2. **Term.** The term of this Lease (the "Term") shall begin on the date this Lease is executed by all parties (the "Commencement Date") and continue until the indebtedness evidenced by the Heritage Harbor Community Development District Recreational Revenue Bond Series 1997 in the amount of \$1,960,000 (the "Bonds") or any refinancing thereof has been paid in full (the "Termination Date"), unless this Lease is sooner terminated, or extended, pursuant to the terms and conditions hereof.

3. **Condition of Improvements.** The taking of possession of the Premises by Lessee will be conclusive evidence as to Lessee that: (a) the Clubhouse Facilities and each and every part and appurtenance thereof are in good and satisfactory condition, and (b) Lessee waives any defects in the Premises and all other parts of the Clubhouse Facilities and the Community.

4. **Rent.**

4.1. **Annual Rent.** Lessee agrees to pay Lessor, without demand, notice, set-off or deduction, rent ("Rent") in the amount of ONE DOLLAR (\$1.00) annually. Rent shall be due on the Commencement Date and on each anniversary thereafter. Lessee's covenant to pay Rent and other sums due hereunder are independent of Lessor's covenants hereunder. Lessee shall have no right to withhold any such payments on account of any alleged failure by Lessor to perform or comply with any of Lessor's covenants.

4.2. **Additional Rent.** All amounts payable by Lessee under this Lease in addition to Rent ("Additional Rent") shall be due and payable at Lessor's written option (i) monthly, based on Lessor's budget and percentage line item allocations set forth on Exhibit C or (ii) within ten

(10) days of Lessee's receipt of an invoice for such Additional Rent. If Additional Rent is billed on a monthly basis, any payments in excess of actual allocated expenses shall be reimbursed to Lessee once the same are determined, and any shortfall in payments shall be paid by Lessee once the same are determined.

4.3. **Payment Address.** All such payments for Rent Additional Rent shall be paid to Lessor at the place Lessor may from time to time designate in writing.

4.4. **Use, Excise, Sales and Other Taxes.** In addition to the Rent and other amounts herein reserved, Lessee shall also pay the amount of any use, excise, sales or other tax on any rental (as defined by the appropriate governmental entity) including, but not limited to, sales tax on Operating Costs, and other amounts due hereunder imposed by the State of Florida and any federal, state or local government or agency. Such taxes and other assessments shall be paid as Additional Rent at the same time and in the same manner as each payment of Rent. Lessee shall pay before delinquency any and all taxes and assessments, including licenses, sales, business, corporation or other taxes, fees or charges levied or imposed upon its business operations in the Premises, including, but not limited to, taxes or assessments imposed upon trade fixtures, leasehold improvements, merchandise and other personalty in or upon the Premises.

4.5. **Expenditures by Lessor.** If Lessor shall make any expenditure for which Lessee is liable under this Lease and for which Lessee is in default in the payment thereof, such amount shall be deemed Additional Rent due and payable by Lessee with the succeeding installment of Additional Rent (unless some other date is expressly provided herein for payment of such amount) together with interest thereon at the prime rate of interest plus two (2) percent (the "**Applicable Interest Rate**").

4.6. **Security Deposit.** No security deposit is required.

## 5. **Operating Costs.**

5.1. **Definitions.** In addition to Rent and other amounts due hereunder, beginning on the Commencement Date Lessee shall pay as Additional Rent its pro rata share of certain expenses, costs and disbursements that are common in nature between Lessor and Lessee which Lessor shall pay or be obligated to pay because of or in connection with the ownership, operation and maintenance of the Clubhouse Facilities (the "**Operating Costs**") other than maintenance of exterior landscaping of the Clubhouse Facilities which is the obligation of the Heritage Harbor Community Development District under its "O & M" budget. Lessee hereby agrees to maintain at its sole cost and expense. Lessee's pro rata share of such Operating Costs are set forth on **Exhibit C** attached hereto, provided, however, such **Exhibit C** may be revised if the parties reasonably determine such allocations need to be adjusted. Operating Costs include, without limitation, the following:

5.1.1. **Services.** The cost of providing the Services described in Section 7.1 and maintaining, repairing and managing such portions of the Clubhouse Facilities which are used in common by all occupants of the Clubhouse Facilities (the "**Common Areas**"), including without limitation, supplies; professional fees; service contracts; employees' wages, taxes, and benefits (provided however, in the event a management company is hired, payments for these items for such management company's employees shall not be due and Lessee shall only pay its pro-rata portion of the management fee); reasonable management fee; utilities; garbage collection and waste removal; utilities not separately metered to Premises; security expenses; pest control; and window cleaning.

5.1.2. **Taxes and Assessments.** Any real estate taxes, assessments of any kind, sewer rents, rates and charges, parking taxes, and other federal, state or local government charges, general, ordinary or extraordinary, which may now or hereafter be levied or assessed against the Clubhouse Facilities (collectively the "**Taxes**"). If at any time during the Term (or any renewal or extension thereof) the method of taxation then prevailing is altered to impose

taxes directly upon Lessor in place or partly in place of the Taxes, then all such new taxes imposed directly upon Lessor shall be included within Operating Costs.

5.1.3. Insurance. All premiums for public liability, fire and extended coverage or all risk, property, and/or any other insurance coverage which may reasonably be carried by Lessor with respect to the Clubhouse Facilities.

5.1.4. Capital Investment Items. Contribution for the cost of all capital investment items which are primarily for the purposes of increasing the operating efficiency of any portion of the Premises, reducing Operating Costs, improving controlled access to any portion of the Premises, or attempting to satisfy what may be required by any governmental authority of Premises. The amount of the contribution by Lessee for any capital contribution shall be as set forth under reserve allocations on Exhibit C attached hereto.

## 6. General Use Restrictions.

6.1. Applicable to Lessee. Lessee shall use the Premises only for restaurant, banquet hall, cart barn, and pro shop (the "Permitted Uses") and shall not leave the Premises vacant or suffer or permit any waste or mistreatment thereof. Notwithstanding the foregoing, Lessee shall have the option, from time to time, to terminate this Lease as to any portion of the Premises by written notice to Lessor. Upon such termination, Lessee's leasehold interest shall be terminated and Lessor shall have exclusive possession of such portion of the Premises. In addition, throughout the Term, Lessee shall, at its own expense, comply with all laws, ordinances, orders, rules and regulations of any municipal, county, state or federal governmental authority or other governmental authority having or claiming jurisdiction over the Clubhouse Facilities (a "Governmental Authority"), and shall obtain all licenses and permits required with respect to the Permitted Uses. If during the Term, any law, regulation or rule requires that an alteration, repair, addition or other change be made to the Premises (that is not allocated on a pro rata basis under Exhibit C), such work is to be done at Lessee's expense. Lessee also agrees to abide by, and cause its agents, employees, licensees and invitees to abide by the rules and regulations as promulgated by Lessor, as from time to time may be amended. Such rules and regulations shall not discriminate against Lessee with respect to the operation of the Premises and the golf course. Lessor shall not be liable to Lessee for the violation of any rules and regulations by any other person, and the failure to enforce any such rules and regulations against Lessee or any other person shall not constitute a waiver thereof by Lessor. A copy of the existing rules and regulations is attached hereto and made a part hereof as Exhibit D. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease shall control.

6.2. Applicable to Lessor and Residents. Lessor acknowledges that the income stream from the Premises has been pledged to repay the Bonds. Accordingly, Lessor shall take all reasonable action to insure the successful operation of the Premises by Lessee. Without limiting the foregoing, Lessor shall not allow any resident or guest of a resident using the Clubhouse Facilities to interfere with the operations of Lessee.

## 7. Lessor's Duty to Maintain and Repair.

7.1. Services to Lessee. Lessor agrees to use reasonable efforts to cause public utilities to furnish services necessary for operation of the Premises. Lessor also agrees to use all reasonable efforts to provide (as a part of Operating Costs) the following services (the "Services") to Lessee while Lessee is occupying the Premises (1) routine maintenance and electrical lighting service for all Common Areas; (2) routine repair and maintenance of the heating, ventilating and air conditioning (the "HVAC") system provided for the Premises; (3) cold water at points of supply provided for general use of Lessee; and (4) routine maintenance to the roof, structure and exterior walls of the Clubhouse Facilities, reasonable wear and tear expected by both parties, including exterior painting of the Clubhouse Facilities and resurfacing of parking lots as necessary (Lessor is not responsible for maintaining Lessee's trade fixtures).



Lessor's obligations for "repair" and "maintenance," as used in this Section shall include periodic replacement of the systems or equipment necessary to continue delivery of the aforesaid services to Lessee. If Lessor shall fail to any extent to furnish any services described in this Lease, Lessor shall not (except to the extent otherwise provided in Section 20.8) be liable for damages to personal property of Lessee; nor shall Lessee be relieved from any covenant or agreement hereof, including but not limited to, the payment of Rent and Additional Rent. If any Clubhouse Facilities machinery or equipment breaks down or otherwise ceases to function properly, Lessee shall have no claim for rebate of rents or damages on account of an interruption in service occasioned or resulting therefrom.

7.2. **Repairs.** Lessor shall not be obligated to repair the roof, HVAC system, windows, doors or any other part of the Premises until written notice of the need for such repairs is given to Lessor by Lessee. Lessor shall have a reasonable opportunity to repair the roof, the HVAC system or other parts of the Premises after receiving notice from Lessee. Lessor shall not be liable to Lessee or to any third parties for damages or injuries occurring by reason of the need for such repairs. Further, Lessor shall not be liable for or required to make any repairs, or perform any maintenance, upon the Premises which are required by, related to, or which arise out of negligence, fault, misfeasance or malfeasance of and by Lessee, its employees, agents, invitees, licensees or customers, in which event Lessee shall be responsible therefore. Subject to additional limitations set forth elsewhere in this Lease, Lessor's liability with respect to any defects, repairs or maintenance for which Lessor is responsible under this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

8. **Lessee's Repair and Maintenance Obligations.**

8.1. **Duty to Repair.** Lessee shall be liable for and required to make any repairs, perform any maintenance, and satisfy any claims with respect to the Clubhouse Facilities, including the Premises, that are required by, related to, or which arise from or grow out of negligence, fault, misfeasance or malfeasance of Lessee, its employees, agents, invitees, licensees or customers. Lessor, however, may elect by written notice to Lessee to make such repairs, perform such maintenance or satisfy such claims, in which event Lessee shall repay to Lessor the cost thereof within ten (10) days of Lessor's written demand.

8.2. **Duty to Maintain.** Lessee shall, at its own expense, service, keep and maintain the interior of the Premises, including all plumbing, wiring, piping, fixtures and equipment on the interior of the Premises, except for routine repair and maintenance of HVAC system as provided for in Section 7.1 hereof, in good and substantial repair during the entire term of this Lease. Such agreement of Lessee shall not apply to any damage covered by fire and extended coverage insurance. Without limiting the foregoing, Lessee is responsible for repairing, maintaining and/or replacing light bulbs, florescent tubes, plumbing (from the wall to the fixture), interior walls and finish work, ceilings, truck delivery areas, and appliances lying within the perimetrical boundaries of the Premises but is not required to repair or replace windows, doors, floors, floor coverings and/or plate glass. Lessee shall provide, at its own expense, all other services and supplies necessary to maintain or repair the Premises as set forth herein. Lessee agrees to make repairs promptly as they may be needed at its own expense. All repairs shall be at least equal in quality to the original work.

8.3. **Surrender of the Premises.** At the end of the Term or upon the earlier termination of this Lease, Lessee shall surrender the Premises together with all personal property as set forth in Exhibit A-2 in good condition and repair, reasonable wear and tear excepted, and in a broom-clean condition. In the event of Lessee's failure to surrender the Premises in the condition required, Lessor may restore the Premises to such condition, and Lessee shall pay the cost thereof on demand.

8.4. **Fire Safety.** Lessee may not modify any fire sprinkler system without the prior written consent of Lessor, which may be withheld for any or no reason. If Lessee modifies the

sprinkler system, Lessee assumes complete responsibility for such system, including all maintenance obligations.

9. **Right of Entry.** Lessor, its agents and representatives shall have the right to enter into and upon any part of the Premises at any time in the event of an emergency, and otherwise upon reasonable notice at reasonable times for purpose of inspecting, cleaning or making repairs, alterations or additions thereto; Lessee shall not be entitled to any abatement or reduction of Rent by reason thereof. The right of Lessor to enter, repair or do anything else to protect its interest, or the exercise or failure to exercise the right, shall in no way diminish Lessee's obligations or enlarge Lessor's obligations under this Lease, or affect any right to Lessor, or create any duty or liability by Lessor to Lessee or any third party.
10. **Utilities.** Lessor may provide electricity or other utilities to Lessee metered by tab meters or metered in common for the whole Clubhouse Facilities (and allocated proportionately to Lessee as set forth on Exhibit C). Lessor shall bill Lessee, as Additional Rent, based on Lessor's actual costs for such utilities. Lessor shall not be liable for any interruption or failure of utility services furnished through Lessor to the Premises. Notwithstanding the foregoing, Lessee shall have the right at any time at its sole cost and expense to separately meter utilities serving the Premises. In that case, such separately metered utilities shall be Lessee's obligation and Lessee shall no longer be obligated to pay a pro rata share of Operating Costs for such utilities.
11. **Access Control.** Lessee and the manager designated by Lessee ("Manager") are responsible for access control to the Premises. Lessor shall not be liable to Lessee, and Lessee shall not make any claim against Lessor, for any loss Lessee may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death. Lessor agrees to furnish Lessee or Manager ten (10) keys of each door entering the Premises. Additional keys will be furnished at a reasonable charge by Lessor on an order signed by Lessee, Manager or Lessee's authorized representative. All such keys shall remain the property of Lessor. No additional locks or changes to existing locks shall be allowed on any door of the Premises without Lessor's written permission, and Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. At the end of the Term or upon the earlier termination of this Lease, Lessee shall surrender to Lessor all keys of the Premises and give to Lessor the explanation of the combination of all locks for all safes, if any, that will remain in the Premises after the termination of this Lease. In the event Lessee loses or misplaces key(s) prior to or at termination of this Lease provided to Lessee by Lessor, Lessee shall be solely liable for all costs incurred by Lessor in changing lock(s) requiring such keys.
12. **Quiet Enjoyment.** Lessor covenants that so long as Lessee pays the Rent and other amounts reserved in this Lease and performs its agreements hereunder, Lessee shall have the right to quietly enjoy and use the Premises during the Term, subject only to the provisions of this Lease.
13. **Assignment-Subletting.** Lessee shall not assign this Lease; nor any rights hereunder; not let or sublet all or any part of the Premises; nor suffer or permit any person or corporation to use any part of the Premises, without first obtaining the express written consent of Lessor, which consent shall not be unreasonably withheld or delayed.
14. **Signs.** Without first obtaining Lessor's express prior written consent, which consent shall not be unreasonably withheld or delayed, Lessee shall not place or permit to be placed or maintained upon any exterior door, roof, wall or window of the Premises or upon any portion of the interior of the Premises visible from the exterior of the Clubhouse Facilities any sign, awning, canopy, interior graphics, advertising matter or other item of any kind; will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises; and will not place or maintain any freestanding structure within or upon the Common Areas or the premises immediately adjacent thereto. Lessee agrees to maintain such items as may be approved by Lessor in good condition and repair at all times and to remove the same at the expiration of the Term or the earlier termination of this Lease as and if requested by

Lessor. Upon removal thereof, Lessee agrees to repair any damage to the Premises or Common Areas caused by such installation and/or removal.

15. **Parking.** In addition to the Premises, Lessee shall have the right to non-exclusive use, in common with Lessor and the guests, employees and invitees of same, of the parking areas ("**Parking Areas**") located adjacent to the Clubhouse Facilities. The Parking Areas shall be subject to the exclusive control and management of Lessor. Lessee further agrees that it and its officers and employees will park their automobiles only in the areas as Lessor may from time to time designate for employee parking. Lessee shall not park any commercial truck or delivery vehicle in the Parking Areas, nor permit delivery of supplies and equipment at any place nor during any time period other than as reasonably designated by Lessor. In the event that Lessor deems it necessary to prevent the acquisition or public rights in and to the Clubhouse Facilities, Lessor may from time to time temporarily close portions of the Common Areas and may erect private boundary markers or take such steps as deemed appropriate for that purpose. Such action shall not constitute or be considered an eviction or disturbance of Lessee's quiet possession of the Premises.

16. **Alteration to the Premises and Removal of Equipment.**

16.1. **Approval Required.** Without first obtaining the express written consent of Lessor, which shall not be unreasonably withheld, Lessee shall not make any alteration, installation, improvement or addition to the Premises, including, but not limited to, penetrations of either the roof or walls, installation of heating, air conditioning or ventilating equipment, construction of a mezzanine, or performance of any action that would increase or decrease the area of the Premises. Unless Lessor has waived such requirement in writing, Lessee's request for approval of any alteration, improvement, addition or installation must be accompanied by details with respect to the proposed source of funds for payment of the cost of the item, design concept, plans and specifications, names of proposed contractors, hours of construction, and proposed construction methods. Notwithstanding the foregoing, provided the cost of any alteration, installation, improvement or addition by Lessee to the Premises is less than \$5,000.00, then only prior written notice to Lessor shall be required.

16.2. **Complex Alterations.** If the nature, volume or complexity of any proposed alteration, addition, improvement or installation causes Lessor to consult with an independent architect, engineer or other consultant, Lessee will reimburse Lessor for the fees and expenses incurred by Lessor. If any improvements will affect the Common Areas, Lessor may require that such work be designed by consultants designated by Lessor and be performed by Lessor or Lessor's contractors at Lessee's expense.

16.3. **Standard of Work.** All work to be performed by or for Lessee pursuant hereto will be performed diligently, in a first-class, workmanlike manner, and in compliance with all applicable laws, ordinances, regulations and rules of any public authority having jurisdiction over the Clubhouse Facilities and/or Lessee and Lessee's insurance carriers. Lessor will have the right, but not the obligation, to inspect periodically the work on the Premises and may require reasonable changes in the method or quality of the work. Lessee's work shall not interfere with the progress of any other work on the Clubhouse Facilities or the Community being performed by or on account of Lessor, Lennar Homes, Inc. and/or U.S. Home Corporation. Lessee's work shall be performed as quietly as possible and not unreasonably interfere or interrupt other occupants of the Clubhouse Facilities. In addition, Lessor reserves the right to require that all or part of Lessee's work be performed between 6 P.M. and 8 A.M. if Lessor, in Lessor's sole discretion, determines that Lessee's work will disturb other occupants in the Clubhouse Facilities.

16.4. **Ownership of Alterations.** Upon the expiration of the Term of the earlier termination of this Lease, all additions, installations, decorations, improvements (whether temporary or permanent), fixtures (except Lessee's trade fixtures which can be removed without defacing the Premises or the Clubhouse Facilities) and alterations, whether placed there by

Lessee or Lessor, shall remain a part of the Premises as the property of Lessor without compensation, allowance or credit to the Lessee. Lessee shall, however, remove such items at its expense upon Lessor's written request. If Lessee does not remove such items after Lessor's request, Lessor may remove and sell or dispose of the same at the expense of Lessee in a manner Lessor deems advisable, or place such property in storage at Lessee's expense. Carpeting, emergency lights, fire extinguishers, alarm systems, shelving and cabinetry will be deemed improvements of the Premises and not movable trade fixtures, regardless of how or where affixed. Such alterations will not be removed by Lessee from the Premises either during or at the expiration of the Term or earlier termination of this Lease. Such alterations will consequently be surrendered as a part of the Premises unless such alterations are not Clubhouse Facilities standard and Lessor has requested that Lessee remove same. Notwithstanding the foregoing, Lessee shall not be liable for removal of standard improvements to the Clubhouse Facilities made by Lessor. Any of the Lessee's property remaining in the Premises ten (10) days after the expiration of the Term or earlier termination of this Lease will be deemed to have been abandoned by Lessee, and in such case, such items may be retained by Lessor as Lessor's property or disposed of as Lessor determines, at Lessee's expense.

17. **Liens.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises. Lessee also agrees to indemnify and hold harmless, to the extent permitted by applicable law, Lessor from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction, mechanic's, materialmen's or laborers' liens arising out of or from such work which may be asserted, claimed or charged against the Premises or the Clubhouse Facilities. Notwithstanding anything to the contrary in this Lease, Lessor shall not be liable for, and the interest of Lessor in the Premises and the Clubhouse Facilities shall not be subject to, any construction, mechanics', materialmen's or laborers' liens for improvements or work made by or for Lessee, whether or not the same shall be made or done in accordance with an agreement between Lessor and Lessee. It is specifically understood and agreed that in no event shall Lessor or the interest of Lessor in the Premises and the Clubhouse Facilities be liable for or subject to any construction, mechanic's, materialmen's or laborer's liens for improvements or work made by or for Lessee; and this Lease specifically prohibits the subjecting of Lessor's interest in the Premises and the Clubhouse Facilities to any construction, mechanics', materialmen's or laborers' liens for improvements made by Lessee or for which Lessee is responsible for payment under the terms of this Lease. All persons dealing with Lessee are hereunder placed upon notice of these provisions. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or the Clubhouse Facilities on account of or growing out of any improvement or work done by or for Lessee or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such notice or claim of lien cancelled and discharged of record within thirty (30) days after notice to Lessee by Lessor. Such cancellation and discharge shall be effectuated by either payment and satisfaction or by removal by transfer to bond or deposit as permitted by law. Lessee may contest any such lien after discharging the same by transfer to a bond or deposit pursuant to Florida Law. Lessee shall have the right to grant a security interest to any bank or other lending institution in Lessee's trade fixtures and equipment, if any, provided that such security interest does not attach to any part of the Premises. Upon execution of this Lease, Lessor and Lessee shall execute a Memorandum of this Lease in the form attached as Exhibit E hereto, which may be recorded among the Public Records of the County in which the Clubhouse Facilities is located at Lessor's sole option.

18. **Casualty.** In the event the Premises are damaged or destroyed by fire or other casualty, Lessee shall notify Lessor immediately. In the event the Premises are rendered untenantable by fire or other casualty, Lessor shall rebuild the Premises and/or Clubhouse Facilities. The Premises shall be restored to its former condition within a reasonable time, during which time Rent and Additional Rent shall be abated in proportion to the part of the Premises which are untenantable. Notwithstanding the foregoing, if such damage or destruction resulted from or was contributed to by the fact, omission, fault or neglect of Lessee, or Lessee's employees, invitees or agents, then there shall be no abatement of Rent and Additional Rent. Notwithstanding

anything to the contrary contained in this Section, Lessor shall restore or rebuild the Premises. In the event the Premises are not repaired and tenantable within 150 days after the damage or casualty, Lessee shall have the option to terminate this Lease by written notice to Lessor at any time thereafter, but at least thirty (30) days prior to the Premises being repaired and made tenantable.

19. **Indemnification.** Lessor shall not be liable for injury caused to any person or property by reason of the failure of Lessee to perform any of its covenants or agreements hereunder, nor for such damages or injury caused by reason of any present or future defect in the Premises now or in the future existing. Lessee agrees to indemnify and hold harmless Lessor, and its managing agent, representatives, agents, servants and employees (to the extent permitted by applicable law), from and against any and all loss, damage, claim, demand, liability, cost or expense, including, but not limited to, attorneys' fees and expenses, by reason of any damage or injury to persons (including loss of life or illness) or property which may arise or be claimed to have arisen as a result of or in connection with the occupancy or use of the Premises or the Clubhouse Facilities by Lessee, its agents, employees, guests, contractors, licensees or invitees, or in connection with any construction of any improvements by Lessee, including, without limitation, any modification by Lessee of the sprinkler system for the Premises. In the event that any claim is alleged against Lessor and/or its successors or assigns by anyone arising out of the use or occupancy of the Premises and/or the Clubhouse Facilities by Lessee or by its representatives, agents, servants, employees, licensees, invitees or guests, it is expressly understood and agreed that at Lessor's written direction, Lessee shall take over the defense of each and every claim promptly, and pay all attorney's fees, verdicts, judgments, settlement payments and all other costs and expenses whatsoever incurred in connection with the defense of all such claims, without exception. It is expressly understood that Lessee shall be and remain fully responsible for all such claims and will hold Lessor and its managing agent, representatives, agents, servants, and employees completely harmless from and against any cost or expense whatsoever in connection herewith regardless of whether Lessee or Lessor defends such claims.

20. **Insurance.**

20.1. **Lessor's Property.** Except as noted below, Lessor shall bear all risks of loss or physical damage on the portion of the Clubhouse Facilities and the items set forth on Exhibit A-2 which is caused by fire or other casualty. Lessor shall maintain (1) standard fire and extended coverage insurance on the Clubhouse Facilities and Lessor's personal property used in connection with the Clubhouse Facilities, insuring against loss or damage by fire and against loss or damage by other risks now and hereinafter embraced by "all-risk coverage", in amounts equal to the full replacement cost of the Clubhouse Facilities; and (2) rent or rental value insurance against loss of rent or rental value due to any risk insured above, including an extended coverage endorsement, in an amount equal to the annual total Rent for the Clubhouse Facilities. Such insurance shall be maintained with an insurance company authorized to do business in Florida (and the cost thereof shall be included in Operating Costs), and payments for losses thereunder shall be made solely to Lessor. Lessor shall not be responsible for loss or damage to items for which Lessee is responsible as is more fully set forth below.

20.2. **Lessor's Public Liability Insurance.** Lessor shall maintain comprehensive liability insurance on the entire Clubhouse Facilities and the Community in amounts desired by Lessor.

20.3. **Lessee's Public Liability Insurance.** Lessee shall, at its expense, provide and maintain in force during the entire Term of this Lease, and any extension or renewal hereof, public liability insurance against the liability of Lessee and its authorized representatives arising out of or in connection with Lessee's use or occupancy of the Premises with limits of coverage of not less than \$250,000.00 for any property damage or loss from any one accident, and not less than \$1,000,000.00 for injury to any one person from any one accident (such insurance may be procured under a combined single limit of \$1,000,000.00), covering Lessee, and naming Lessor and Lessor's managing agent, as additional insured, as their interests may appear. Lessor may

require Lessee to increase the foregoing limits of liability insurance from time to time to new levels reasonably required by Lessor. Each policy of such insurance shall name as the insured thereunder Lessor, Lessor's managing agent and Lessee, and shall be of the type commonly known as owner's, landlord's and tenant's insurance. Such policies shall be with a company or companies reasonably acceptable to Lessor and admitted to do business in Florida.

20.4. Lessee's Other Insurance. In addition to the foregoing insurance, Lessee shall provide, at its expense: (1) Workmen's Compensation Insurance for the benefit of all employees entering upon the Clubhouse Facilities as a result of or in connection with their employment by Lessee; (2) all other insurance required of Lessee, as an employer, pursuant to any law, rule or ordinance of any Governmental Authority having jurisdiction; and (3) fire, casualty, and extended coverage insurance on Lessee's personalty (e.g. food, liquor), which policies of insurance shall be in such amounts, in such forms and issued by such companies as shall name Lessor and Lessee, Lessor's managing agent as their interests may appear. At all times during construction upon the Premises, including during any alteration of the Premises, Lessee shall obtain builder's risk insurance with such limits as Lessor shall require, and any such policy of insurance shall name as the insured thereunder Lessor, Lessor's managing agent and Lessee as their interests may appear.

20.5. Form of Lessee's Insurance Policies. The original of each policy of insurance obtained by Lessee or certified duplicates thereof issued by the insurance or insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and proof of renewal shall be delivered to Lessor not less than fifteen (15) days prior to the expiration of any such policy. Each policy shall provide that the insurer will not cancel or change the coverage provided by such policy without first giving Lessor ten (10) days prior written notice. Each insurance policy required by this Lease shall state the expiration of the policy and also state that Lessor's coverage thereunder is primary whether or not Lessor has other collectible insurance. In addition to any other remedies that Lessor may have under this Lease, Lessor shall have the right to obtain the insurance Lessee is required to carry hereunder if Lessee should fail to carry such insurance and furnish Lessor with the required insurance certificates after notification from Lessor to do so. Lessee shall pay the cost thereof to Lessor on demand.

20.6. Extraordinary Insurance. In addition to and together with Lessee's pro rata share of Operating Costs, Lessee shall pay to Lessor within ten (10) business days of its receipt of Lessor's written request, the entire amount of any extraordinary or additional premium for insurance upon or for the Clubhouse Facilities occasioned by or resulting from Lessee's use of the Premises.

20.7. Intentionally Deleted.

20.8. Lessee's Property. All personal property belonging to Lessee or to Lessee's agents, servants, employees, licensees, Premises shall be there at the sole risk of Lessee or such other person. Neither Lessor nor its agents shall be liable for any damage or loss to either person, property, or business of Lessee from any cause whatsoever including, but not limited to, loss of damage caused in whole or in part by or resulting from the Clubhouse Facilities becoming out of repair, theft, falling plaster or other materials and fixtures, fire, explosion, steam, gas, electricity, water, rain, snow, or dampness which may leak or flow from any part of the Premises or Clubhouse Facilities, or from pipes, appliances, plumbing work of the same, the roof, street, subsurface or from any other place. Neither Lessor nor its agents shall be liable for any loss or damage caused by other tenants, if any, or persons in the Premises, or caused by operations in the construction of any private, public or quasi-public work. Notwithstanding the foregoing, if any such loss to personal property of Lessee (e.g. food, liquor) sustained by Lessee is caused by the gross negligence of Lessor, its agents, servants, employees, licensees, invitees or guests, then Lessor shall be liable to Lessee for the amount of the deductible under Lessee's insurance, up to a maximum of \$5,000.00. It is expressly agreed that it shall be the sole obligation of Lessee to

insure, at its expense, any and all property of any nature whatsoever of Lessee's located on the Premises.

21. **Default.** In the event Lessee shall be in default under this Lease, Lessor shall notify Lessee in writing of such default. In the event of a monetary default, if Lessee has not cured the same within thirty (30) days, Lessor may bring a suit against Lessee to recover such monetary payment plus interest at the Applicable Rate permitted by law. If the default is non-monetary, then Lessee shall have a reasonable amount of time to cure such default. If such default is not cured within a reasonable amount of time, Lessor may bring an action for specific performance against Lessee. The remedies for which provision is made in this Section shall not be exclusive, and in addition thereto, Lessor may request that any court of competent jurisdiction appoint a receiver in the event of any breach, default or abandonment by Lessee which is not cured within any grace period set forth above. All past due installments of Rent and other sums of money due and payable from Lessee to Lessor under this Lease shall bear interest at the Applicable Interest Rate from the date due until paid. In addition to the foregoing, if any payment of rent is not received within ten (10) days after the date due, Lessee shall pay Lessor an additional \$25.00 late fee payment, which amount represents an estimate of Lessor's administrative costs reasonably related to collecting and accounting for such late payment.

21.1. **Lien for Rent.** In order to secure Lessee's payment of all rental and other sums due hereunder, Lessee hereby grants to Lessor an express contractual lien upon all property of Lessee now or hereafter placed in or upon the Premises, except such part of such property as may be exchanged, replaced or sold from time to time in the ordinary course of Lessee's operations. All such property will be and remain subject to such lien of Lessor and, subject to foreclosure in accordance with the applicable laws of the State of Florida. Such express lien will be in addition to and cumulative of any landlord's lien provided by the laws of the State of Florida. For the purpose of securing all rental and other sums due hereunder, this Lease shall also be deemed a security agreement under the Uniform Commercial Code as such is in effect in the State of Florida, and Lessor shall have all rights and remedies provided by such Uniform Commercial Code. Lessor and Lessee agree that five (5) days notice of public or private sale in the event of foreclosure of the rights of Lessor under this security agreement shall be reasonable notice. Lessee agrees to execute from time to time Uniform Commercial Code financing statements required by Lessor to perfect the lien hereby created.

21.2. **Survival.** All of Lessee's obligations under this Section shall survive the termination of this Lease.

22. **Waiver or Estoppel - Remedies are Cumulative.** The failure of Lessor to insist, in any one of more instances, upon strict performance of any covenants or agreements of this Lease, or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement or option. Such covenants, agreements, and options shall continue and remain in full force and effect, and Lessor shall have the right to require strict performance or to declare a default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. Receipt of Rent or other payments due hereunder by Lessor, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor. Lessor's receipt of less than the full amount due from Lessee shall not be construed to be other than a payment on the account of the amounts then due, nor shall any statement on Lessee's check or letter accompanying Lessee's payment be deemed an accord and satisfaction. Lessor may accept such payment as a partial payment only. Any and all rights and remedies which are available to Lessor and which are either set forth herein or are generally available to Lessor under applicable law are cumulative in nature and none shall exclude any other rights or remedies allowed by law or equity.

23. **Subordination and Attornment.**

23.1. **Subordination.** All rights and interests of Lessee hereunder are and shall be and remain subject, subordinate and inferior to all mortgages, heretofore or hereafter encumbering the Premises or the Clubhouse Facilities, or any part thereof, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgage. The right of the holder of any such mortgage shall at all times be and remain prior and superior to all rights and interest of Lessee. This provision shall constitute a self-operative subordination agreement with respect to all such mortgages and all renewals, modifications, consolidations, replacements and extensions thereof.

23.2. **Attornment.** Lessee further covenants and agrees that if the holder of any mortgage acquires the Premises by foreclosure or deed in lieu of foreclosure, or if any other party acquires the Premises as a purchaser at any foreclosure sale (any such lessor of any ground lease, holder of any mortgage or purchaser at a foreclosure sale being each hereinafter referred to as the "**Purchaser**"), Lessee will thereafter, but only at the option of the Purchaser, as evidenced by the written notice of the Purchaser's election given to Lessee within a reasonable time after the Purchaser's acquisition of title, remain bound by novation or otherwise to the same effect as if a new and identical lease containing the terms of this Lease between the Purchaser, as lessor, and Lessee, as lessee, had been entered into for the remainder of the Term of this Lease effective on the date of the Purchaser's acquisition of title.

23.3. **Further Documentation.** If the holder of any such mortgage or any person, firm or corporation agreeing to make a loan secured by a mortgage on the Premises or the Clubhouse Facilities shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any mortgage transaction, Lessee shall execute such confirmation or subordination agreement, within ten (10) days of Lessor's request for the same, in the form required by such mortgage holder or other person, firm or corporation agreeing to make a loan secured by a mortgage on the Premises or the Clubhouse Facilities. The execution of the same shall not diminish or affect the liability of Lessee hereunder or of any other party responsible for or guaranteeing the obligations of Lessee under this Lease.

24. **Estoppel Certificates.** Lessee will, at any time and from time to time, within five (5) days after the request of Lessor, execute, acknowledge and deliver to Lessor a certificate executed by Lessee certifying: (a) whether or not this Lease is unmodified and is in full force and effect (or, if there have been modifications, the extent to which this Lease is in full force and effect as modified and stating the modifications); (b) whether or not there are then existing any defaults on the part of Lessor or any offsets or defenses against the enforcement of any provisions of this Lease by Lessor (and if so, specifying the same); (c) the dates, if any, to which Rent and Additional Rental and other charges have been paid; (d) the address to which notices to Lessee should be sent; (e) that Lessee is in possession of the Premises; and (f) such other matters as Lessor shall request.

25. **Condemnation.** Should the Premises or the Clubhouse Facilities be taken, appropriated or condemned for public purposes, or voluntarily transferred in lieu of condemnation, in whole or in such substantial part as to render the Clubhouse Facilities unsuitable for Lessor's purposes, materially adversely affect the value of the Clubhouse Facilities of the Community, or render the Premises unsuitable for Lessee's purposes, then the Term shall, at the option of Lessee in the first and second instances and at the option of Lessee in the third instance, terminate when Lessee's right to possession is terminated. If neither party exercises this option to terminate by notice to the other party within ten (10) days after the date of such taking, or if the portion of the Premises or the Clubhouse Facilities taken, appropriated, condemned or voluntarily transferred in lieu of condemnation does not render the Clubhouse Facilities unsuitable for Lessor's purposes or the Premises unsuitable for Lessee's purposes, then this Lease shall terminate only as to the part taken or conveyed on the date Lessee shall yield possession, and Lessor shall make such repairs and alterations as may be necessary to make the part not taken usable. The rental payable hereunder shall consequently be reduced in proportion to the part of the Premises taken. The Premises shall be deemed unsuitable for Lessee's purposes only if the portion of the Premises taken is so great that Lessee cannot continue to conduct business in a manner



comparable to the manner in which Lessee conducted its business prior to the taking. Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages or compensation accruing on account of any taking, appropriation, transfer in lieu of condemnation, or condemnation of any part of the Premises or the Clubhouse Facilities, or by reason of any act of any public or quasi-public authority for which damages are payable, including, without limitation, any award for the value of the unexpired portion of the Term. Lessee agrees to execute such instruments of assignment as may be required by Lessor, to join with Lessor in any petition for the recovery of damages if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for and on account of an interruption in Lessee's business, for moving and relocation expenses and for depreciation to, removal of and/or loss of trade fixtures installed by Lessee at its cost and expense which are not part of the Premises. Notwithstanding the foregoing, no temporary taking of the Premises, and/or Lessee's rights therein, by a public or quasi-public agency under the right of eminent domain will terminate this Lease or give Lessee any right to any abatement of Rent, Additional Rent or any other payment to be made by Lessee under this Lease. Any award made to Lessee by reason of any temporary taking will belong entirely to Lessee and Lessor will not be entitled to share in such award.

26. **Lessor's Right of Performance.** In the event that Lessee fails to completely fulfill or perform any of its monetary or non-monetary duties and obligations set forth herein, Lessor may, in its sole discretion, perform or cause to be performed any and all such duties and obligations. If Lessor expends any sums of money in the performance of any of the monetary or non-monetary duties and obligations of the Lessee set forth herein, any such sums of money expended by Lessor shall become additional amounts of rental due under this Lease and shall be paid by Lessee immediately upon demand.

27. **Liability of Lessor.** Lessor shall not be liable for or responsible to Lessee for any loss or damage to any property or person occasioned by act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority.

28. **Reservation of Rights by Lessor.** Lessor shall have the following rights, exercisable without notice or restriction (except as provided to the contrary in subsections (a), (b), (e) and (g) below, and provided, however, that the exercise of such rights do not interfere with Lessee's use of the Premises for such purposes as are permitted under this Lease), without any liability to Lessee for damage or injury to person, property or business, without being deemed an eviction or disturbance of any manner of Lessee's use or possession of the Premises and without relieving Lessee from its obligation to pay all Rent when due or from any other obligation under this Lease: (a) to change the Clubhouse Facilities's and/or the Community's name or to change the Clubhouse Facilities's and/or the Community's street address upon sixty (60) days' prior notice; (b) to install, affix and maintain any and all signs on the exterior and/or interior of the Clubhouse Facilities (excluding the interior of the Premises); (c) to designate or approve all signs, sign painting and lettering to Lessee and to designate or approve prior to installation all types and configurations of signs, window shades, blinds, window treatments, drapes, awnings or other similar items, and all internal lighting, fixtures or equipment that may be visible from the exterior of the Premises or the Clubhouse Facilities; (d) to display the Premises to prospective mortgagees and purchasers at reasonable hours, upon reasonable notification to Lessee, and, during the last 12 months of the Term, to display the Premises at reasonable hours to prospective tenants; (e) to display on the exterior of the Premises "for rent" or "for sale" signs provided that no such signs shall be placed or maintained on the Premises prior to the ninetieth (90th) day before the expiration or termination of this Lease; (f) to change the arrangement and/or location of entrances, parking areas, doors, corridors, stairs, toilets or other public parts of the Clubhouse Facilities and the Community; (g) to grant to any person the exclusive right to conduct any business or render any service in or to the Clubhouse Facilities or the Community, provided such exclusive right shall not interfere with Lessee's use of the Premises for such purposes as are permitted under this Lease; (h) to prohibit the placing of vending or dispensing machines of any kind in or about the Premises, except such machines which are for the exclusive use of Lessee, its employees and invitees; (i) to have access for Lessor and other occupants of the Clubhouse

Facilities of which the Premises are a part to any and all mail chutes and mail boxes located in the Clubhouse Facilities according to the rules of the United States Post Office; (j) to take any and all reasonable measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises, the Clubhouse Facilities or the Community, as may be necessary or desirable in the operation thereof or for the safety, protection or preservation thereof or Lessor's interest therein; (k) to retain at all times master keys or passkeys to the Premises; (l) to increase or decrease the size of the Clubhouse Facilities by adding additional real property to the Clubhouse Facilities or by expanding the improvements (i.e. additional stories) thereon or adding additional improvements thereto or by taking away real property from the Clubhouse Facilities; (m) to change Lessee's pro rata share of Operating Costs as a result of (i) expansion or reduction of the size of the Clubhouse Facilities; (ii) casualty; (iii) eminent domain or (iv) any provision(s) of this Lease; (n) to change or modify the design and layout of Common Areas, including, but not limited to, the parking area(s) of the Clubhouse Facilities or the Community; (o) to temporarily grant any occupant of the Clubhouse Facilities exclusive use of a portion of the parking areas serving the Clubhouse Facilities (by roping off that portion of the parking areas or otherwise)(i.e. special events); (p) to enter onto the Premises for repair or expansion of the Clubhouse Facilities or to use the exterior walls of the Premises and the area between the finished ceiling of the Premises and the slab of the Clubhouse Facilities floor thereabove and the area between the finished floor of the Premises floor and the finished ceiling of the portion of the Clubhouse Facilities therebelow, together with the right to locate or relocate (both vertically and horizontally), install, maintain, use, repair and replace pipes, utility lines, cables, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and appurtenant meters or equipment, and structural elements leading through, under or above the Premises, when deemed necessary by the Lessor for improvement of other premises in the Clubhouse Facilities or the Community; provided, however, such construction, installation and maintenance shall not materially diminish the area of the Premises or materially interfere with Lessee's intended use of the Premises; and (q) to close any skylights or windows in the Clubhouse Facilities not within the Premises. This Section shall not be construed to alter or create any obligations of Lessor or Lessee with respect to repairs or improvements or other obligations provided herein.

29. **Hazardous Waste.** Without limiting the foregoing, Lessee agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Hazardous Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations. Lessee shall notify Lessor promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Premises or the Clubhouse Facilities. Lessee shall promptly forward to Lessor copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. Lessee shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Premises and the Clubhouse Facilities, provided that, Hazardous Materials in amounts permitted by law and stored in accordance with applicable law shall be permitted (i.e. cleaning materials). Lessee shall indemnify Lessor and hold Lessor harmless, to the extent permitted by applicable law, from and against all loss, penalty, liability, damage and expense suffered or incurred by Lessor related to or arising out of

(a) the presence of Hazardous Materials on the Premises; (b) any Spill or Hazardous Material affecting the Clubhouse Facilities, including any loss of value of the Clubhouse Facilities as a result of a Spill or the presence of Hazardous Material; or (c) any other matter affecting the Clubhouse Facilities as a result of Lessee's action or inaction within the jurisdiction of any Governmental Authority; which loss, damage, penalty, liability, damage and expense shall include, but not be limited to, (i) court costs, attorney's fees and expenses, and disbursements through and including any appellate proceedings; (ii) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by Lessee; (iii) the cost of any required or necessary repair, clean-up or detoxification of the Clubhouse Facilities; and (iv) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Premises or the Clubhouse Facilities.

30. **Invalidity of Particular Provisions.** If any term or provisions of this Lease or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

31. **Notices.** Any notice required or permitted to be given in connection with this Lease shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or telefax (with confirmation and copy by certified mail) to Lessee or Lessor at the addresses on Page 1 of this Lease. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise). By giving at least two (2) days prior written notice to the other party, either party may change its address for notices hereunder.

32. **Entire Agreement.** Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought.

33. **Representations.** The taking possession of the Premises by Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. No representations, except those contained herein, have been made on the part of Lessor with respect to the order, repair or condition of the Premises or the Clubhouse Facilities. Lessee will make no claim on account of any representations whatsoever, whether made by any renting agent, broker, officer or other representative of Lessor or which may be contained in any circular, prospectus or advertisement relating to the Premises, the Clubhouse Facilities of the Community, or otherwise, unless the same is specifically set forth in this Lease.

34. **Interpretation.** The covenants and agreements herein contained shall bind, and the benefit and advantages hereof shall inure to, the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only, and shall not be interpreted to modify or limit the provisions hereof. All of Lessee's obligations hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term hereof.

35. **Governing Law and Venue.** This Lease shall be construed in accordance with the laws of the State of Florida. Lessor and Lessee (and any and all guarantors of this Lease) irrevocably agree that their respective agreements and obligations hereunder (and under any Guaranty of Rent Payment) will be performable in the County where the Premises are located and that venue

for any action to any Guaranty of Rent Payment) shall be in the County where the Premises are located.

36. **Attorney's Fees.** In any litigation involving the interpretation of this Lease or the enforcement of any provisions hereof, the prevailing party shall be entitled to attorney's fees, expenses and costs. When any party is entitled to attorney's fees, expenses and costs hereunder, the term attorney's fees and costs shall be construed to include the payment of attorney's fees, expenses and costs on appeal.

37. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Lessor and Lessee or between Lessor and any other party, or cause either party to be characterized as a "warehouseman" or a "bailee" or to be responsible in any way for the debts and obligations of the other party.

38. **Intentionally Deleted.**

39. **Waiver of Jury Trial.** Lessor and Lessee each acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury under the Constitutions of the United States and the State of Florida, and each party does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, Lessee's use or occupancy of the Premises, and/or any claim of injury or damage.

40. **No Offer.** Submission of this Lease by Lessor to Lessee for examination and signature does not constitute an offer or option for lease. This Lease will be effective only upon execution and delivery by both Lessee and Lessor.

41. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

42. **Lessee's Authority.** Lessee makes the following representations to Lessor, on which Lessor is entitled to rely in executing this Lease: (i) Lessee has the power to enter into this Lease and the transactions contemplated hereby and to perform its obligations hereunder, and by proper resolution, the signatory hereto has been duly authorized to execute and deliver this Lease; and (ii) the execution, delivery and performance of this Lease and the consummation of the transactions herein contemplated shall not conflict with or result in a violation or breach of any law, rule, ordinance or agreement to which Lessee is bound.

43. **Brokerage.** Lessee warrants and represents that it has not dealt, consulted or negotiated with any real estate broker or agent in connection with this Lease. In the event of any breach of the foregoing, Lessee hereby agrees to indemnify and hold harmless, to the extent permitted by applicable law, Lessor from and against any and all loss of liability resulting from or arising out of all claims of any real estate broker or agent for a commission other than claims such claims.

44. **RADON GAS.** This disclosure is required by Section 404.056 of the Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered

LESSOR:

in the presence of:

HERITAGE HARBOR GOLF & COUNTRY  
CLUB COMMUNITY ASSOCIATION, INC.,  
a Florida not-for-profit corporation

Mary Anne Nagy  
Print Name: Mary Anne Nagy  
Deena Brown  
Print Name: DEENA BROWN

By: Betty D. Valenti  
Name: BETTY D. VALENTI  
Title: President

LESSEE:

HERITAGE HARBOR COMMUNITY  
DEVELOPMENT DISTRICT, a special  
purpose unit of local government organized  
pursuant to Chapter 190, Florida Statutes

Mary Anne Nagy  
Print Name: Mary Anne Nagy  
Deena Brown  
Print Name: DEENA BROWN

By: Dawn E. Simeone  
Name: DAWN E. SIMEONE  
Title: CHAIRMAN

EXHIBIT A

A parcel of land lying in Section 4, Township 27 South, Range 18 East, Hillsborough County, Florida, being a portion of those lands described as Golf Course Parcel 1A in Official Record Book 8850, page 565 of the public records of Hillsborough County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 4; thence along the North boundary line of said Section 4, S89°17'29"E, a distance of 300.00 feet to a point of intersection with the East boundary line of the West 300.00 feet of aforementioned Section 4; thence along said East boundary line S00°38'08"W, a distance of 1208.70 feet; thence departing said East boundary line S89°21'53"E, a distance of 756.18 feet to a corner on the South boundary of aforementioned Golf Course Parcel 1A, said corner being the Point of Beginning; thence departing said South boundary, N85°00'00"E, a distance of 434.75 feet to the Southwest corner of a "Less and Except Parcel" excluded from Golf Course Parcel 1A; thence N85°00'00"E, a distance of 115.68 feet to the Southeast corner of said "Less and Except Parcel"; thence departing the boundary of said parcel, N85°00'00"E, a distance of 27.88 feet; thence S21°18'39"E, a distance of 278.57 feet; thence N73°33'07"E, a distance of 49.88 feet to a point of curvature; thence 101.93 feet along the arc of a curve to the right, having a radius of 217.00 feet, a central angle of 26°54'52" and a chord bearing and distance of N87°00'33"E, 101.00 feet to a point of compound curvature; thence 243.15 feet along the arc of a curve, having a radius of 584.31 feet, a central angle of 23°50'35" and a chord bearing and distance of S67°36'44"E, 241.40 feet to a point of compound curvature; thence 138.67 feet along the arc of a curve, having a radius of 337.00 feet, a central angle of 23°34'34" and a chord bearing and distance of S43°54'10"E, 137.69 feet to a point of tangency; thence S32°06'53"E, a distance of 58.80 feet to a point of intersection with the westerly right-of-way line of Heritage Harbor Parkway, a 60.00 foot wide right-of-way being a part of Heritage Harbor - Phase 1B per map or plat thereof as recorded in Plat Book 83, page 1 of the public records of Hillsborough County, Florida; thence 189.98 feet along said right-of-way by the arc of a curve to the left being non-tangent to the preceding course and having a radius of 730.00 feet, a central angle of 14°54'40" and a chord bearing and distance of S26°11'49"W, 189.44 feet to the Southeast corner of aforementioned Golf Course Parcel 1A; thence along the southerly boundary of said Golf Course Parcel 1A by the following ten (10) courses: (1) N12°14'01"W, a distance of 36.31 feet, (2) N06°34'48"W, a distance of 148.15 feet, (3) N24°50'21"W, a distance of 39.95 feet, (4) N62°28'18"W, a distance of 252.66 feet, (5) S68°22'29"W, a distance of 217.06 feet, (6) S15°37'57"W, a distance of 220.43 feet, (7) N90°00'00"W, a distance of 626.61 feet, (8) N16°23'25"W, a distance of 214.77 feet, (9) N31°15'08"E, a distance of 210.96 feet, (10) N04°02'42"E, a distance of 171.30 feet to the point of beginning.

**EXHIBIT A-2**

**INVENTORY LIST**

**SEE ATTACHED**

OR BK 12817 PG 1846

HERITAGE HARBOR GOLF & COUNTRY CLUB  
INVENTORY AS OF JUNE 26, 2003

LOBBY/HALLWAYS

- 2 Wicker arm chairs
- 1 Wicker couch
- 1 Coffee table
- 12 Wall displays
- 1 Bench
- 1 Bulletin board
- 1 Flower vase
- 1 Large American Flag
- 1 Wall mirror
- 2 Artificial trees
- 12 Artificial plants
- 2 Pillar planters w/plants
- 10 Wall paintings
- 19 Autographs framed

LADIES ROOM

- 2 Wicker chairs
- 1 Wicker table
- 1 Trash can
- 1 Wall clock
- 1 Painting
- 1 Set of curtains

FOOD & BEVERAGE OFFICE

- 1 Computer desk
- 1 17" Dell monitor
- 1 HP printer
- 1 Dell computer tower
- 1 Computer modem
- 1 Credit card machine
- 1 Vacuum cleaner
- 1 Adding machine
- 1 Receipt printer
- 1 4 drawer lateral filing cabinet
- 1 Liberty Safe
- 1 Office desk and chair
- 2 Side chairs
- 1 Network computer connector
- 1 Mounted key cabinet

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CLUB COORDINATOR'S OFFICE

- 1 Office desk
- 1 Computer desk
- 2 Office chairs
- 1 Side chair
- 1 4 drawer filing cabinet
- 1 17" Dell monitor
- 1 Compaq tower
- 1 HP printer
- 1 Surveillance monitor
- 1 Digital surveillance system
- 1 Polaroid id camera
- 1 Computer scanner

FRONT DESK OFFICE

- 2 Office Chairs
- 1 2 drawer lateral filing cabinet
- 2 4 drawer lateral filing cabinets
- 1 Office desk
- 1 Credenza
- 2 Dry erase board
- 2 Paintings
- 2 Artificial plants
- 1 Dell computer for swipe card access
- 1 Dell tower for swipe card access
- 1 Compaq computer
- 1 Compaq tower
- 1 HP printer
- 1 Canon NP6230 copier
- 1 Canon Super G3 Fax machine
- 2 PA amplifiers
- 2 PA microphones
- 2 Audio receivers
- 2 Muzak music dish receivers
- 1 Laminator
- 1 Cash register
- 1 Paper shredder

**FITNESS ROOM**

- 1 Table
- 2 Stationary fans
- 1 Paramount Sports trainer
- 1 Scale
- 1 Ab Shaper
- 1 Stool
- 1 Ab roller
- 1 Complete set of dumb bells (3-40lbs)
- 2 Benches
- 2 Stationary bikes
- 3 Treadmills
- 1 19" TV
- 1 19" TV wall mount

**RESTAURANT**

- 9 Bar stools
- 37 4 top tables
- 150 Table chairs
- 1 Popcorn cart
- 1 Soft-serve ice cream machine
- 36 Salt and pepper shakers
- 28 Sugar cadies
- 2 Coffee warmers
- 10 Tray stands
- 3 Toaster
- 1 Heat lamp
- 30 Pitchers
- 1 Perculator
- 1 Juice container w/chiller
- 2 Coffee push pumps
- 1 Podium
- 11 Plants
- 1 Billboard w/stand
- 1 Hot dog machine
- 1 Coffee Marker
- 1 Soap Dispenser
- 1 Paper Towel holder
- 1 Soda machine
- 15 Creamer pitchers
- 12 Goose necks
- 20 Tea pots
- 1 Pepper grinder
- 1 Oil & vinegar
- 10 Coffee pots
- 7 Flower vases

- 3 Crumbs sweepers
- 62 Short glasses
- 24 Tall glasses
- 9 Wicker baskets
- 2 Blenders
- 1 Bud cooler
- 6 Beer pitchers
- 1 Cutting board
- 2 Small shakers
- 3 Large shakers
- 1 Muddler
- 69 Pourers
- 37 Champagne glasses
- 9 Martini glasses
- 40 Red wine glasses
- 9 Snifters
- 11 Shot glasses
- 49 Double shot glasses
- 58 Beer glasses
- 14 White wine glasses
- 57 Small glasses
- 69 Large glasses
- 1 Ice cream cone container
- 1 Bar glass washer
- 4 Juice pourers
- 1 48" TV w/remote
- 4 27" TVs w/remote
- 2 Lime and Salt dispenser
- 2 Stir stix & bev nap dispenser
- 4 Hi-Chairs
- 2 Touch screen monitors w/keyboards
- 4 Receipt printers
- 3 Tills
- 1 Credit Card machine
- 1 Time Clock
- 16 Banquet tables
- 1 Dance floor

### KITCHEN

- 4 Push carts
- 1 Small freezer
- 2 Fryers
- 1 Flat grill
- 1 Stove
- 1 Char-boiling grill
- 1 Microwave
- 1 Salad crisper/pantry

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- 1 Calamander
- 1 Streamer table
- 2 Conventional Ovens
- 1 Streamer
- 1 Meat slicer
- 1 Hobart
- 1 Robo coup
- 1 Dishwasher
- 35 Baking sheets
- 21 Serving trays
- 9 Chaffing dishes
- 13 Small sauté pans
- 30 2" ½ hotels
- 25 2" full hotels
- 7 2" perforated hotels
- 1 Set chef knives
- 100 Salad plates
- 50 Misc. cooking/serving utensils
- 150 Tables settings of dishes, utensils, coffee cups etc (more or less)
- 4 Bar serving boards
- 14 Assorted sizes of pots and pans

### **LIBRARY**

- 1 Conference Table
- 9 Conference Chairs
- 2 Side arm chairs
- 3 Side chairs
- 1 17" computer monitor
- 1 HP printer
- 1 Computer tower
- 8 Planters
- 3 Pictures
- 15 Misc nik naks
- 300 Books (more or less)

### **ACTIVITY ROOM**

- 1 32" Panasonic TV
- 1 Panasonic VCR
- 1 Air Hockey table
- 1 Fuss Ball table
- 2 Small childrens table
- 9 Small chairs

### **COMPUTER ROOM**

- 1 KDS Computer with tower and keyboard

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OR BK 12817 PG 1851

**POOL FURNITURE**

12 Bar Stools  
41 Blue plastic chairs  
64 Chaise lounges  
5 Outside tables  
8 Chairs  
6 Umbrellas

**SIDE PATIO**

4 Tables  
15 Chairs

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EXHIBIT B

## LEGAL DESCRIPTION OF COMMUNITY

A PARCEL OF LAND LYING IN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 4, S89°17'29"E, A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY LINE S00°38'08"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE SOUTHERLY BOUNDARY LINE OF A PROPOSED 100.00 FOOT WIDE EASEMENT; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE WITH THE FOLLOWING FIVE (5) COURSES (1) S89°17'29"E, A DISTANCE OF 1961.48 FEET TO THE BEGINNING OF A CURVE; (2) THENCE 239.24 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 34°16'05", A CHORD BEARING OF S72°09'26"E AND A CHORD DISTANCE OF 235.69 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE 290.15 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 33°14'55", A CHORD BEARING OF S71°38'52"E AND A CHORD DISTANCE OF 286.10 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE 387.01 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 20°55'08", A CHORD BEARING OF N81°16'07"E AND A CHORD DISTANCE OF 384.87 FEET TO A POINT OF REVERSE CURVATURE; (5) THENCE 171.19 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 10°46'43", A CHORD BEARING OF N76°11'54"E AND A CHORD DISTANCE OF 170.94 FEET TO THE CURVE'S END; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE S00°42'31"W, A DISTANCE OF 602.46 FEET; THENCE S89°17'29"E, A DISTANCE OF 561.57 FEET; THENCE S22°32'11"E, A DISTANCE OF 1765.67 FEET; THENCE S25°17'23"W, A DISTANCE OF 710.61 FEET; THENCE N79°02'49"E, A DISTANCE OF 241.23 FEET TO THE BEGINNING OF A CURVE; THENCE 333.96 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 57°58'59", A CHORD BEARING OF N50°03'20"E AND A CHORD DISTANCE OF 319.89 FEET TO THE CURVE'S END; THENCE N21°03'50"E, A DISTANCE OF 329.27 FEET; THENCE S68°56'10"E, A DISTANCE OF 224.29 FEET; THENCE S22°35'12"E, A DISTANCE OF 795.52 FEET; THENCE S43°20'11"E, A DISTANCE OF 507.44 FEET; THENCE S58°09'31"E, A DISTANCE OF 354.88 FEET; THENCE S53°39'02"W, A DISTANCE OF 388.90 FEET; THENCE N75°15'06"W, A DISTANCE OF 102.66 FEET; THENCE N56°23'06"W, A DISTANCE OF 864.46 FEET; THENCE N21°53'29"W, A DISTANCE OF 250.00 FEET; THENCE S77°38'34"W, A DISTANCE OF 281.32 FEET; THENCE S29°11'18"W, A DISTANCE OF 259.15 FEET; THENCE N61°58'17"W, A DISTANCE OF 165.63 FEET; THENCE N76°18'07"W, A DISTANCE OF 94.38 FEET; THENCE S82°11'43"W, A DISTANCE OF 138.52 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 11.31 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 480.45 FEET, A CENTRAL ANGLE OF 01°20'57", A CHORD BEARING OF N08°59'10"W AND A CHORD DISTANCE OF 11.31 FEET TO THE CURVE'S END; THENCE S32°19'32"W, A DISTANCE OF 157.09 FEET; THENCE S13°17'00"W, A DISTANCE OF 1088.77 FEET; THENCE S04°02'26"W, A DISTANCE OF 238.23 FEET; THENCE N57°38'39"E, A DISTANCE OF 815.61 FEET; THENCE S56°19'40"E, A DISTANCE OF 884.02 FEET; THENCE S36°40'28"W, A DISTANCE OF 252.67 FEET; THENCE S62°00'02"E, A DISTANCE OF 641.08 FEET; THENCE S08°26'25"W, A DISTANCE OF 437.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LUTZ - LAKE FERN ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N81°34'05"W, A DISTANCE OF 2209.05 FEET TO THE BEGINNING OF A CURVE; THENCE 762.88 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1812.98 FEET, A CENTRAL ANGLE OF 24°06'34".

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A CHORD BEARING OF  $S86^{\circ}22'38''W$  AND A CHORD DISTANCE OF 757.27 FEET TO THE CURVE'S END; THENCE  $S74^{\circ}19'21''W$ , A DISTANCE OF 2049.79 FEET TO THE BEGINNING OF A CURVE; THENCE 272.26 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1859.90 FEET, A CENTRAL ANGLE OF  $08^{\circ}23'14''$ , A CHORD BEARING OF  $S78^{\circ}30'59''W$  AND A CHORD DISTANCE OF 272.02 FEET TO THE CURVE'S END, SAID POINT BEING LOCATED ON THE EAST BOUNDARY LINE OF THE WEST 300.00 FEET OF AFOREMENTIONED SECTION 9; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST BOUNDARY LINE  $N00^{\circ}20'22''E$ , A DISTANCE OF 940.05 FEET TO A POINT BEING LOCATED ON THE NORTH BOUNDARY LINE OF SAID SECTION 9; THENCE  $N00^{\circ}38'08''E$ , ALONG THE EAST BOUNDARY LINE OF THE WEST 300.00 FEET OF THE AFOREMENTIONED SECTION 4, A DISTANCE OF 5282.83 FEET TO THE POINT OF BEGINNING.

**EXHIBIT C****BREAKDOWN OF EXPENSES AND RESERVES BETWEEN LESSOR AND LESSEE**

<b>CLUBHOUSE EXPENSES</b>	<b>% Allocation Lessor</b>	<b>% Allocation Lessee</b>
A/C MAINTENANCE	34.00%	46.00%
ADVERTISING/HELP WANTED	100.00%	0.00%
ALARM	54.00%	46.00%
BACKFLOW VALVE	0.00%	100.00%
BUILDING MAINTENANCE	50.00%	50.00%
CLEANING SERVICE	38.00%	42.00%
COMPUTER SUPPORT	50.00%	50.00%
COMMUNITY NEWSLETTER	100.00%	0.00%
CONTINGENCY FUND	0.00%	100.00%
COPY/FAX MACHINE LEASE	50.00%	50.00%
DECORATING	100.00%	0.00%
DEPRECIATION EXPENSE	0.00%	100.00%
ELECTRICITY	54.00%	46.00%
EMPLOYEE NEW HIRE	100.00%	0.00%
EXERCISE ROOM EQUIPMENT REPAIR	100.00%	0.00%
EQUIPMENT PURCHASE	100.00%	0.00%
EQUIPMENT RENTAL/ WATER TREATMENT	50.00%	50.00%
EQUIPMENT REPAIR	100.00%	0.00%
FIRE ALARM	50.00%	50.00%
GUEST PASS	100.00%	0.00%
INSURANCE	35.00%	65.00%
INSURANCE DEDUCTIBLE	35.00%	65.00%
JANITORIAL SUPPLIES	100.00%	0.00%
MANAGEMENT FEE	25.00%	75.00%
MISCELLANEOUS	100.00%	0.00%
MUSIC/CABLE	50.00%	50.00%
OFFICE SUPPLIES	100.00%	0.00%
PAYROLL OFFICE	100.00%	0.00%
PAYROLL CLUBHOUSE DIRECTOR	100.00%	0.00%
PAYROLL MAINTENANCE	100.00%	0.00%
PAYROLL TAXES & FEES	100.00%	0.00%
PAY RELATED GR. INS	100.00%	0.00%
401K	100.00%	0.00%
PEST CONTROL	50.00%	50.00%
POSTAGE	100.00%	0.00%
REPAIRS/MAINTENANCE	50.00%	50.00%
SPECIAL EVENTS	100.00%	0.00%
SUPPLIES MISCELLANEOUS	100.00%	0.00%
TELEPHONE	100.00%	0.00%
TOT LOT MULCH	100.00%	0.00%
TRASH	15.00%	85.00%
TRAINING - STAFF	100.00%	0.00%
UNIFORMS	100.00%	0.00%
WATER & SEWER	50.00%	50.00%
WEBSITE	50.00%	50.00%



**SHARED RESERVES**

<u>Shared Reserve Allocations</u>	<u>Sq Ft</u>	<u>Total</u>	<u>Interior</u>
Pro Shop	789	4.90%	7.01%
Cart Barn	4,834	30.03%	
Restaurant	4,407	27.38%	39.13%
Clubhouse	6,066	37.69%	53.86%
	16,096	100.00%	100.00%
Excluding Cart Barn (Interior)	11,262		

		% Allocation	% Allocation
<u>Shared Reserves</u>	<u>Years</u>	<u>Lessor</u>	<u>Lessee</u>
Parking Lot Paving	20	50%	50%
Parking Lot/Sealing & Striping	5	50%	50%
Clubhouse Renovation	15	54%	46%
Clubhouse Roof	20	38%	62%
Front French Door	10	50%	50%
HVAC System	20	54%	46%
Wood Picket Fence	R&M (10)	38%	62%
Canvas Awnings	10	50%	50%
Carpeting	8	54%	46%

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EXHIBIT DRULES AND REGULATIONS FOR THE COMMUNITY

1. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors or halls of the Clubhouse Facilities shall not be obstructed or encumbered, nor shall they be used for any purpose other than ingress and egress to and from the Premises or Common Areas.
2. Tenant identification shall be provided by Lessor at each tenant's expense in conformance to the signage standards for the Clubhouse Facilities and local codes. No additional signage shall be installed by a tenant.
3. Parking spaces associated with the Clubhouse Facilities are intended for the exclusive use of passenger vehicles. Except for intermittent deliveries, no vehicles other than passenger vehicles may be parked in a parking space without the express written permission of Lessor.
4. Lessor shall provide trash receptacles or dumpsters at predetermined locations; it is Lessee's obligation to place all trash and debris within those containers. Should Lessee generate more than a normal amount of trash and debris or create a special type of waste calling for special treatment, then Lessor reserves the right to bill additional amounts to Lessee to cover any or all expenses incurred by Lessor in dealing with this problem.
5. Lessee shall not burn any trash or any kind in or about the Premises, nor shall Lessee permit rubbish, refuse or garbage to accumulate or any fire or health hazard to exist upon or about the Premises.
6. The toilets and urinals and other plumbing fixtures in the Clubhouse Facilities shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown into them. All damages resulting from any misuse of the fixtures shall be borne by the occupant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. Waste and excessive or unusual use of water shall not be allowed.
7. Lessee and Lessee's employees shall not make disturbing noises, permit a nuisance about the Premises, keep birds or animals in the Premises or use such Premises for lodging, sleeping, immoral or illegal purposes or commit any act on the Premises or other parts of the Clubhouse Facilities which Lessor deems an interference with the rights, comforts and convenience of others.
8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Clubhouse Facilities.
9. No curtains, blinds, shades, or awnings, interior window treatments or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of the Lessor. Should such permission be granted, fixtures must be of a quality, type, design and color, and attached in the manner approved by the Lessor.
10. Lessee shall see that all doors are securely locked, water faucets, electric lights and air conditioning thermostats turned off before leaving the Clubhouse Facilities. Lessee shall be responsible for any damage to the Premises or the Clubhouse Facilities and for all damage or injuries sustained by other tenants or occupants of the Clubhouse Facilities arising out of Lessee's failure to observe this rule.
11. No space on or in the Clubhouse Facilities shall be used for manufacturing, for the storage or retail sale of tangible personal property of any kind (provided, however, the sale of food and liquor on the Premises is expressly permitted), unless Lessor gives its prior written consent to

such manufacturing, storage or retail sale, which consent shall not be unreasonably withheld or delayed.

12. No tenant shall overload the floors of the Clubhouse Facilities, and each shall obtain approval from Lessor before installing any iron safe or other heavy equipment or machines. No safes, bulky or heavy articles, furniture or freight, shall be carried into the main entranceway of the Clubhouse Facilities unless arrangements are first made with Lessor. All furniture, building supplies and materials, safes and other heavy property, equipment, machinery and other freight must be moved into, within and out of the Clubhouse Facilities under the Lessor's supervision, but Lessor will not be responsible for loss of or damage to such freight from any cause. Lessor shall prescribe the time and manner for the carrying in and removal of such articles, also the right and proper position of safes and other weighty articles before they are admitted to the Clubhouse Facilities. Each tenant shall be responsible for all injury to person or property caused by the installing, maintaining or removing of such articles.

13. When electric wiring of any kind is introduced, it must be connected as directed by the Lessor. No boring or cutting for wires will be allowed, except with the Lessor's consent. The location of telephones, telegraph instrument, electric appliances, call boxes, etc., shall be prescribed by the Lessor. No apparatus of any kind shall be connected with the electric wiring without the written consent of the Lessor except by normal electrical plugs and outlets. The tenants agree not to use or connect with the electric wires any more lights than are provided for in each room, or any electric lamp of higher candle power than provided, or any fan, motor or other apparatus without the Lessor's written consent. The tenants agree not to connect with the water pipes any apparatus using water, without the express prior written consent of the Lessor. Upon Lessee's occupancy, Lessor shall equip the Premises with the necessary electric lamps. Lessee shall pay for all lamps replaced by reason of breaking or burning out during Lessee's occupancy and surrender the Premises fully equipped with operative lamps.

14. No tenant shall bore, cut or string wires, except with the prior written consent of the Lessor, and as the Lessor may direct. The expense of any breakage, stoppage or damage resulting from a violation of this Rule shall be borne by the tenant who has caused such breakage, stoppage or damage. Lessee may place nails, paint or screws in the walls of the Premises necessary to secure art work on such walls. Notwithstanding the foregoing, Lessee shall be responsible for fully repairing damage to the Premises resulting from such nails or screws prior to termination of the Lease.

15. The requirements of the tenants will be attended to only upon application at the management office of the Clubhouse Facilities. Clubhouse Facilities management employees and contractors shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Lessor.

16. No tenant, nor any of the servants, employees, agents, visitors or licensees of the tenant, shall at any time bring or keep upon the Clubhouse Facilities any flammable, combustible or explosive fluids, firearms, chemicals or substances, or any matter forbidden or regulated by any insurance company, at risk with respect to all or any part of the Clubhouse Facilities. Lessee shall not make any use of the Premises which would make void or voidable any policy of fire or extended coverage insurance covering the Premises, the Clubhouse Facilities or the Community. Lessee, at its own cost and expense, shall comply with any reasonable request relating to the Premises or Lessee's use and occupation thereof, of any insurance company insuring the Premises, the Clubhouse Facilities or the Community, or Lessor with respect thereto.

17. Lessee shall not use or do, or allow anything to be used or done, upon the Premises which may be dangerous, explosive or damaging to life or limb.

18. No auction, fire or bankruptcy sale may be conducted on the Premises without express prior written consent of Lessor, which consent may be withheld for any or no reason.

19. The Lessor may waive or modify any one or more of these rules for the benefit of any particular occupant of the Clubhouse Facilities, but no such waiver by the Lessor of any such rules shall be construed as a waiver or modification of such rule in favor of any other occupant of the Clubhouse Facilities, nor prevent the lessor from thereafter enforcing any such rule against any or all of the occupants of the Clubhouse Facilities. Lessor reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in the Clubhouse Facilities and the Common Areas. These rules shall be applied to each occupant on a non-discriminatory basis.

**EXHIBIT E****MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE, made as of the 26<sup>th</sup> day of June, 200\_, by and between Heritage Harbor Golf & Country Club Community Association, Inc. (the "**Lessor**"), a Florida not-for-profit corporation, and Heritage Harbor Community Development District ("**Lessee**"), a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes.

**W I T N E S S E T H   T H A T :**

1. Lessor and Lessee have entered into a lease of a portion of property situated in Hillsborough County, Florida, and legally described as follows:

**SEE EXHIBIT A ATTACHED HERETO**

2. The term of the lease shall expire no later than the date upon which the indebtedness evidenced by the Heritage Harbor Community Development District Recreational Revenue Bond Series 1997 in the amount of \$1,960,000 or any refinancing thereof has been paid in full.

3. The property demised in and by said Lease may be occupied and shall only be used by the Lessee for the following purpose(s): restaurant, banquet hall, cart barn, and pro shop.

4. Except as otherwise set forth in the lease, the lease may not be assigned, transferred or encumbered by the Lessee, nor may the demised premises, or any part thereof, be sublet by the Lessee, without the express prior written consent of the Lessor.

5. Lessee is precluded by the terms of said lease from creating or allowing to be created against Lessor's interest in the demised property, or any other portion of the entire project, any construction, mechanics', materialmen's or laborer's liens. All persons claiming by, through, under or against Lessee are hereby notified Lessee has no power or authority to subject the interest of Lessor in the demised property, or any other portion of the entire project, to any claim for any such lien. All persons dealing with Lessee and claiming by, through, under or against Lessee shall look entirely to Lessee for the payment and satisfaction of any and all charges or other obligations arising out of any repairs, alterations, improvements, changes or other work done for Lessee to the demised property at any time during the term of said lease.

6. Reference should be made to the lease (and any amendments thereto) for the full description of the rights and duties of Lessor and Lessee, and this Memorandum of Lease shall in no way affect the terms or conditions of the lease, or the rights or obligations of any party thereunder.

[ADDITIONAL TEXT AND SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed as required by law on this the day and year first above written.

**LESSOR:**

HERITAGE HARBOR GOLF & COUNTRY  
CLUB COMMUNITY ASSOCIATION, INC.,  
a Florida not-for-profit corporation

Mary Anne Kelly  
Print Name: Mary Anne Kelly  
Deena Brown  
Print Name: DEENA BROWN

By: Betty D. Valenti  
Name: BETTY D. VALENTI  
Title: PRESIDENT

**LESSEE:**

HERITAGE HARBOR COMMUNITY  
DEVELOPMENT DISTRICT, a special  
purpose unit of local government organized  
pursuant to Chapter 190, Florida Statutes

Mary Anne Kelly  
Print Name: Mary Anne Kelly  
Deena Brown  
Print Name: DEENA BROWN

By: Dawn G. Simeone  
Name: DAWN G. SIMEONE  
Title: CHAIRMAN

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2003, by BETTY D. VALENTI, as PRESIDENT of HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation.

Deena Brown  
NOTARY PUBLIC

My Commission Expires:



State of Florida at Large

[NOTARIAL SEAL]

STATE OF Florida )  
COUNTY OF Hillsborough ) SS:

The foregoing instrument was acknowledged before me this 26<sup>TH</sup> day of JUNE, 2003, by DAWN G. SIMONE, as CHAIRMAN of HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, on behalf of such entity.

Deena Brown  
NOTARY PUBLIC

My Commission Expires:



State of Florida at Large

[NOTARIAL SEAL]

EXHIBIT A

That certain restaurant and banquet hall containing approximately 4,407 square feet, cart barn containing approximately 4,834 square feet, and pro shop containing approximately 789 square feet situate within a portion of the following legal description:

A parcel of land lying in Section 4, Township 27 South, Range 18 East, Hillsborough County, Florida, being a portion of those lands described as Golf Course Parcel 1A in Official Record Book 8850, page 565 of the public records of Hillsborough County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 4; thence along the North boundary line of said Section 4, S89°17'29"E, a distance of 300.00 feet to a point of intersection with the East boundary line of the West 300.00 feet of aforementioned Section 4; thence along said East boundary line S00°38'08"W, a distance of 1208.70 feet; thence departing said East boundary line S89°21'53"E, a distance of 756.18 feet to a corner on the South boundary of aforementioned Golf Course Parcel 1A, said corner being the Point of Beginning; thence departing said South boundary, N85°00'00"E, a distance of 434.75 feet to the Southwest corner of a "Less and Except Parcel" excluded from Golf Course Parcel 1A; thence N85°00'00"E, a distance of 115.68 feet to the Southeast corner of said "Less and Except Parcel"; thence departing the boundary of said parcel, N85°00'00"E, a distance of 27.88 feet; thence S21°18'39"E, a distance of 278.57 feet; thence N73°33'07"E, a distance of 49.88 feet to a point of curvature; thence 101.93 feet along the arc of a curve to the right, having a radius of 217.00 feet, a central angle of 26°54'52" and a chord bearing and distance of N87°00'33"E, 101.00 feet to a point of compound curvature; thence 243.15 feet along the arc of a curve, having a radius of 584.31 feet, a central angle of 23°50'35" and a chord bearing and distance of S67°36'44"E, 241.40 feet to a point of compound curvature; thence 138.67 feet along the arc of a curve, having a radius of 337.00 feet, a central angle of 23°34'34" and a chord bearing and distance of S43°54'10"E, 137.69 feet to a point of tangency; thence S32°06'53"E, a distance of 58.80 feet to a point of intersection with the westerly right-of-way line of Heritage Harbor Parkway, a 60.00 foot wide right-of-way being a part of Heritage Harbor - Phase 1B per map or plat thereof as recorded in Plat Book 83, page 1 of the public records of Hillsborough County, Florida; thence 189.98 feet along said right-of-way by the arc of a curve to the left being non-tangent to the preceding course and having a radius of 730.00 feet, a central angle of 14°54'40" and a chord bearing and distance of S26°11'49"W, 189.44 feet to the Southeast corner of aforementioned Golf Course Parcel 1A; thence along the southerly boundary of said Golf Course Parcel 1A by the following ten (10) courses: (1) N12°14'01"W, a distance of 36.31 feet, (2) N06°34'48"W, a distance of 148.15 feet, (3) N24°50'21"W, a distance of 39.95 feet, (4) N62°28'18"W, a distance of 252.66 feet, (5) S68°22'29"W, a distance of 217.06 feet, (6) S15°37'57"W, a distance of 220.43 feet, (7) N90°00'00"W, a distance of 626.61 feet, (8) N16°23'25"W, a distance of 214.77 feet, (9) N31°15'08"E, a distance of 210.96 feet, (10) N04°02'42"E, a distance of 171.30 feet to the point of beginning.



PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 South Biscayne Blvd.  
Suite 3410  
Miami, Florida 33131

INSTR # 2003289150

O BK 12868 PG 1404

RECORDED 07/17/2003 03:24:42 PM  
RICHARD AWE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S Williams

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION  
FOR HERITAGE HARBOR

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR HERITAGE HARBOR ("First Amendment") is made by U.S. HOME CORPORATION, a Delaware corporation ("Declarant") and joined in by HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Declarant recorded the Amended and Restated Declaration for Heritage Harbor in Official Records Book 12817 at Page 1770 of the Public Records of Hillsborough County, Florida (the "Declaration"), respecting the residential community located in Hillsborough County, Florida known as the Heritage Harbor (the "Heritage Harbor Community").

B. Section 11.5 of the Declaration permits Declarant to amend the Declaration without the consent of any other party, prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred, by the recording of an amendment to the Declaration.

C. Declarant desires to substitute Exhibit 1 of this First Amendment as Exhibit E to the Declaration.

D. Declarant desires to add Exhibit 2 of this First Amendment to Exhibit I of the Declaration.

E. Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, Declarant hereby declares that every portion of the Heritage Harbor Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined terms "Association" and "Declaration" are hereby modified as follows:

"Association" shall mean and refer to Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not for profit corporation, its successors and assigns.

"Declaration" shall mean the Declaration and this First Amendment, together with all amendments and modifications thereof.

BEST IMAGES AVAILABLE

OR BK 12868 PG 1405

4. Amendment of Exhibit E. The Approved Budgets were not attached to the Declaration as Exhibit E. The Approved Budgets for 2003, 2004 and 2005 attached hereto as Exhibit 1 replace entirely Exhibit E attached to the Declaration.

5. Amendment of Exhibit I. The CDD Lease attached to the Declaration as Exhibit 1 is hereby amended by the First Amendment to Commercial Lease attached hereto as Exhibit 2.

6. Covenant Running with the Heritage Harbor Community. This First Amendment is a covenant running with the Heritage Harbor Community.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal this 17<sup>th</sup> day of July, 2003.

WITNESSES:

U.S. HOME CORPORATION, a Delaware corporation

Erin L. Cissel  
Print Name: Erin L. Cissel  
Molly Bourdon  
Print Name: Molly Bourdon

By: Francine Miller  
Name: Francine Miller  
Title: Division President

(SEAL)

STATE OF FLORIDA )

COUNTY OF Hillsborough )

SS.:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2003, by Francine Miller as Division President of U.S. HOME CORPORATION, a Delaware corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Erin L. Cissel  
NOTARY PUBLIC, State of Florida  
at Large  
Print Name: ERIN L. CISSEL



## JOINDER

HERITAGE HARBOR GOLF &amp; COUNTRY CLUB COMMUNITY ASSOCIATION, INC.,

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC does hereby join in the First Amendment to Amended and Restated Declaration for Heritage Harbor ("First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17<sup>th</sup> day of July, 2003.

## WITNESSES:

E. L. Cissel  
Print Name: E. L. Cissel  
Molly Bourdon  
Print Name: Molly Bourdon

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC.,  
a Florida not for profit corporation

By: Betty D. Valenti  
Name: Betty D. Valenti  
Title: President

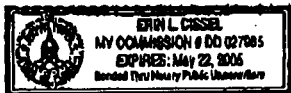
(SEAL)

STATE OF FLORIDA

COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day July, 2003, by Betty Valenti as President of HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



E. L. Cissel  
NOTARY PUBLIC, State of Florida  
at Large  
Print Name: Erin L. Cissel

OR BK 12868 PG 1407

**EXHIBIT 1**

**APPROVED BUDGETS FOR 2003, 2004 AND 2005**

## EXHIBIT E

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. I  
ESTIMATED 2003 OPERATING BUDGET

## PROPOSED BUDGET FOR 7/1/03-12/31/03

REVENUE	MONTHLY REVENUE	ANNUAL REVENUE
TOTAL CLUB REVENUE <sup>1</sup> for period 7/1/03 - 12/31/03	33,681.00	261,009.00
TOTAL RESERVE REVENUE <sup>2</sup> for period 7/1/03 - 12/31/03	183.00	1,098.00
TOTAL HOA REVENUE <sup>3</sup>	1,197.50	50,230.00
TOTAL SEA COVE REVENUE <sup>4</sup>	1,310.00	15,720.00
TOTAL REVENUE	36,371.50	288,057.00

CLUB EXPENSES PAYABLE BY ALL LOTS	MONTHLY CLUB	ANNUAL CLUB
Clubhouse Expenses		
AVC Maintenance <sup>5</sup>	135.33	812.00
Advertising / Help Wanted <sup>6</sup>	100.00	600.00
Alarm <sup>7</sup>	27.67	186.00
Building Maintenance <sup>8</sup>	187.50	1,125.00
Cleaning Service <sup>9</sup>	1,015.00	8,090.00
Computer Support <sup>10</sup>	80.00	800.00
Community Newsletter <sup>11</sup>	155.00	930.00
Cooling Fans <sup>12</sup>	5,823.83	52,814.50
Copy / Fax Machine Lease <sup>13</sup>	145.00	870.00
Decorations <sup>14</sup>	38.33	200.00
Electricity <sup>15</sup>	1,738.88	10,421.00
Exterior Room Eqt. Repair <sup>16</sup>	100.00	800.00
Equipment Purchase <sup>17</sup>	0.00	-
Equipment Repair / W/P Treatment <sup>18</sup>	23.00	138.00
Equipment Repair <sup>19</sup>	0.00	-
Fire Alarm <sup>20</sup>	32.17	193.00
Gate Arm <sup>21</sup>	200.00	1,200.00
Income Tax Preparation & Accounting Review <sup>22</sup>	0.00	-
Insurance <sup>23</sup>	2,218.87	19,884.00
Janitorial Supplies <sup>24</sup>	200.00	1,200.00
Management Fee <sup>25</sup>	2,840.50	17,843.00
Miscellaneous Administrative <sup>26</sup>	158.33	950.00
Music / Cable <sup>27</sup>	148.00	870.00
Office Supplies <sup>28</sup>	475.00	3,650.00
Payroll Office <sup>29</sup>	1,580.00	9,480.00
Payroll Clubhouse Director <sup>30</sup>	2,254.00	13,524.00
Payroll Maintenance <sup>31</sup>	2,000.00	12,000.00
Payroll Taxes & Fees <sup>32</sup>	208.00	1,248.00
Payroll Related Group Ins <sup>33</sup>	333.00	1,998.00
401K <sup>34</sup>	35.00	210.00
Pest Control <sup>35</sup>	43.00	258.00
Poolside <sup>36</sup>	100.00	600.00
Repairs / Maint <sup>37</sup>	0.00	-
Security Alarm <sup>38</sup>	299.00	1,390.00
Telephone <sup>39</sup>	218.00	2,058.00
Toilet <sup>40</sup>	27.00	162.00
Training - Staff <sup>41</sup>	0.00	-
Turf Lot Mutch <sup>42</sup>	133.33	800.00
Uniforms <sup>43</sup>	0.00	-
Water & Sewer <sup>44</sup>	627.00	4,062.00
Total Clubhouse Expense	10,218.93	61,341.00
Pool Expense		
Electricity <sup>45</sup>	2,042.33	12,254.00
Equipment Repair / Maint / Clean <sup>46</sup>	1,934.83	11,609.00
License / Permits <sup>47</sup>	38.33	230.00
Lifeguards <sup>48</sup>	0.00	0.00
Pool Equipment <sup>49</sup>	0.00	0.00
Supplies <sup>50</sup>	1,450.00	9,700.00
Water & Sewer <sup>51</sup>	353.83	2,358.00
Total Pool Expense	6,591.33	36,308.00
Tennis Expense		
Repairs / Maintenance <sup>52</sup>	60.00	300.00
Supplies <sup>53</sup>	26.00	150.00
Electricity <sup>54</sup>	75.00	450.00
Total Tennis Expense	159.00	900.00
Golf Expense		
Golf Service <sup>55</sup>	17,088.88	102,500.00
Total Golf Expense	17,088.88	102,500.00
TOTAL CLUB EXPENSES PAYABLE BY ALL LOTS	35,611.80	291,609.00
TOTAL CLUB EXPENSES PAYABLE BY EACH LOT	30.00	300.00

**EXHIBIT E**  
**APPROVED FORM OF BUDGETS**  
**HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY**  
**ASSOCIATION, INC.**  
**ESTIMATED 2003 OPERATING BUDGET**

**OR BK 12868 PG 1409**

**PROPOSED BUDGET FOR 7/1/03-12/31/03**

TOTAL RESERVES PAYABLE BY ALL LOTS	MONTHLY RESERVES	ANNUAL RESERVES
Reserves <sup>40</sup>	0.00	0.00
<b>TOTAL RESERVES PAYABLE BY ALL LOTS</b>	<b>0.00</b>	<b>-</b>
<b>TOTAL RESERVES PAYABLE BY EACH LOT</b>	<b>0.00</b>	<b>-</b>

HOA EXPENSES PAYABLE BY ALL LOTS	MONTHLY HOA	ANNUAL HOA
Annual Corporate Report <sup>41</sup>	88.87	800.00
Contingency <sup>42</sup>	166.88	1,000.00
Income Tax Preparation & Accounting Review <sup>43</sup>	25.00	300.00
Insurance <sup>44</sup>	350.53	4,800.00
Management Fee <sup>45</sup>	2,680.00	32,160.00
Miscellaneous Administrative <sup>46</sup>	689.87	8,000.00
Professional Fees <sup>47</sup>	250.00	3,000.00
<b>TOTAL HOA EXPENSES PAYABLE BY ALL LOTS</b>	<b>4,197.15</b>	<b>50,260.00</b>
<b>TOTAL HOA EXPENSES PAYABLE BY EACH LOT</b>	<b>6.33</b>	<b>74.66</b>

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	50.00	600.00
RESERVES	0.00	-
HOA EXPENSES	8.25	78.00
<b>TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS</b>	<b>58.25</b>	<b>678.00</b>

**SEA COVE LOTS**

HOA EXPENSES PAYABLE BY SEA COVE LOTS ONLY	MONTHLY Sea Cove	ANNUAL Sea Cove
Sea Cove Grounds <sup>48</sup>	1,310.00	15,720.00
<b>TOTAL HOA EXPENSES PAYABLE BY ALL SEA COVE LOTS</b>	<b>1,310.00</b>	<b>15,720.00</b>
<b>TOTAL HOA EXPENSES PAYABLE BY EACH SEA COVE LOT</b>	<b>13.10</b>	<b>157.20</b>

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	50.00	600.00
RESERVES	0.00	-
HOA EXPENSES - ALL LOTS	8.25	78.00
HOA EXPENSES - SEA COVE LOTS ONLY	13.10	157.20
<b>TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT</b>	<b>71.35</b>	<b>835.20</b>

**VILLAGE 17 LOTS**

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	50.00	600.00
RESERVES	0.00	-
HOA EXPENSES - ALL LOTS	8.25	78.00
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>49</sup>	1.50	18.00
<b>TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT</b>	<b>60.75</b>	<b>736.00</b>

## EXHIBIT F

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC.  
ESTIMATED 2004 OPERATING BUDGET

## PROPOSED BUDGET FOR 2004

REVENUE	MONTHLY REVENUE	ANNUAL REVENUE
TOTAL CLUB REVENUE <sup>1</sup>	46,500.00	558,000.00
TOTAL RESERVE REVENUE <sup>2</sup>	3,828.00	47,137.00
TOTAL HOA REVENUE <sup>3</sup>	4,187.50	50,250.00
TOTAL SEA COVE REVENUE <sup>4</sup>	1,310.00	15,720.00
TOTAL REVENUE	55,825.50	671,107.00

CLUB EXPENSES PAYABLE BY ALL LOTS	MONTHLY CLUB	ANNUAL CLUB
Clubhouse Expenses		
A/C Maintenance <sup>1</sup>	141.67	1,700.00
Advertising / Help Wanted <sup>2</sup>	100.00	1,200.00
Alarm <sup>3</sup>	33.33	400.00
Building Maintenance <sup>4</sup>	0.00	-
Cleaning Service <sup>5</sup>	1,041.67	12,500.00
Computer Support <sup>6</sup>	80.00	960.00
Community Newsletter <sup>7</sup>	166.67	2,000.00
Contingency <sup>8</sup>	2,400.25	28,775.00
Copy / Fax Machine Lease <sup>9</sup>	150.00	1,800.00
Decorating <sup>10</sup>	41.67	500.00
Electricity <sup>11</sup>	1,433.33	17,200.00
Examine Room Eq. Repair <sup>12</sup>	100.00	1,200.00
Equipment Purchase <sup>13</sup>	0.00	-
Equipment Rental / Wx Treatment <sup>14</sup>	25.00	300.00
Equipment Repair <sup>15</sup>	200.00	2,400.00
Fire Alarm <sup>16</sup>	33.33	400.00
Golf Arm <sup>17</sup>	200.00	2,400.00
Income Tax Preparation & Accounting Review <sup>18</sup>	166.67	2,000.00
Insurance <sup>19</sup>	2,375.00	28,500.00
Janitorial Supplies <sup>20</sup>	200.00	2,400.00
Management Fee <sup>21</sup>	9,000.00	108,000.00
Miscellaneous Administrative <sup>22</sup>	88.17	1,070.00
Music / Cable <sup>23</sup>	160.00	1,920.00
Office Supplies <sup>24</sup>	800.00	9,600.00
Payroll Office <sup>25</sup>	1,750.00	21,000.00
Payroll Clubhouse Director <sup>26</sup>	2,500.00	30,000.00
Payroll Maintenance <sup>27</sup>	2,333.33	28,000.00
Payroll Taxes & Fees <sup>28</sup>	1,000.00	12,000.00
Payroll Related Group Ins. <sup>29</sup>	841.67	10,100.00
Pool <sup>30</sup>	41.67	500.00
Pool Control <sup>31</sup>	50.00	600.00
Postage <sup>32</sup>	125.00	1,500.00
Repairs / Maint <sup>33</sup>	333.33	4,000.00
Supplies Maint <sup>34</sup>	241.67	2,900.00
Telephone <sup>35</sup>	850.00	10,200.00
Trash <sup>36</sup>	33.33	400.00
Training - Staff <sup>37</sup>	25.00	300.00
Trial Majors <sup>38</sup>	141.67	1,700.00
Uniforms <sup>39</sup>	41.67	500.00
Water & Sewer <sup>40</sup>	850.00	10,200.00
Total Clubhouse Expenses	33,479.75	401,745.00
Pool Expenses		
Electricity <sup>41</sup>	1,482.75	17,793.00
Equipment Repair / Maint / Clean <sup>42</sup>	1,845.28	22,143.36
Insurance / Permits <sup>43</sup>	30.00	360.00
Utilities <sup>44</sup>	0.00	0.00
Pool Equipment <sup>45</sup>	100.00	1,200.00
Supplies <sup>46</sup>	1,393.83	16,726.00
Water & Sewer <sup>47</sup>	774.47	9,293.64
Total Pool Expenses	5,716.33	69,152.96
Tennis Expenses		
Repairs / Maintenance <sup>48</sup>	51.67	620.00
Supplies <sup>49</sup>	103.33	1,240.00
Electricity <sup>50</sup>	77.42	929.04
Total Tennis Expenses	332.42	3,989.04
Debt Expenses		
Debt Service <sup>51</sup>	17,083.33	205,000.00
Total Debt Expenses	17,083.33	205,000.00
TOTAL CLUB EXPENSES PAYABLE BY ALL LOTS	56,599.40	676,887.00
TOTAL CLUB EXPENSES PAYABLE BY EACH LOT	69.49	832.93

## EXHIBIT E

OR BK 12868 PG 1411

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. v  
ESTIMATED 2004 OPERATING BUDGET

## PROPOSED BUDGET FOR 2004

TOTAL RESERVES PAYABLE BY ALL LOTS	MONTHLY RESERVES	ANNUAL RESERVES
Reserves <sup>10</sup>	2,745.00	32,941.00
TOTAL RESERVES PAYABLE BY ALL LOTS	2,745.00	32,941.00
TOTAL RESERVES PAYABLE BY EACH LOT	5.00	67.00

HOA EXPENSES PAYABLE BY ALL LOTS	MONTHLY HOA	ANNUAL HOA
Annual Corporate Report <sup>11</sup>	56.97	683.64
Contingency <sup>12</sup>	165.00	1,980.00
Monthly Tax Preparation & Accounting Review <sup>13</sup>	75.00	900.00
Insurance <sup>14</sup>	338.33	4,060.00
Management Fee <sup>15</sup>	2,600.00	31,200.00
Maintenance Administration <sup>16</sup>	888.87	10,666.44
Professional Fees <sup>17</sup>	250.00	3,000.00
TOTAL HOA EXPENSES PAYABLE BY ALL LOTS	4,407.14	53,589.08
TOTAL HOA EXPENSES PAYABLE BY EACH LOT	9.23	71.11

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	89.41	1,072.92
RESERVES	5.59	67.08
HOA EXPENSES	8.25	99.00
TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	101.25	1,239.00

## SEA COVE LOTS

HOA EXPENSES PAYABLE BY SEA COVE LOTS ONLY	MONTHLY <sup>18</sup> Cove	ANNUAL Sea Cove
Sea Cove Grounds <sup>19</sup>	1,210.00	14,520.00
TOTAL HOA EXPENSES PAYABLE BY ALL SEA COVE LOTS	1,210.00	14,520.00
TOTAL HOA EXPENSES PAYABLE BY EACH SEA COVE LOT	66.60	799.20

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	89.41	1,072.92
RESERVES	5.59	67.08
HOA EXPENSES - ALL LOTS	8.25	99.00
HOA EXPENSES - SEA COVE LOTS ONLY	66.60	799.20
TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	169.85	2,038.20

## VILLAGE 17 LOTS

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	89.41	1,072.92
RESERVES	5.59	67.08
HOA EXPENSES - ALL LOTS	8.25	99.00
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>20</sup>	1.50	18.00
TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	104.75	1,256.00



## EXHIBIT E

## APPROVED FORM OF BUDGETS

OR BK 12868 PG 1412

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. :  
ESTIMATED 2003 OPERATING BUDGET :

## PROPOSED BUDGET FOR 2005

REVENUE	MONTHLY REVENUE	ANNUAL REVENUE
TOTAL CLUB REVENUE <sup>1</sup>	\$3,113.33	\$37,360.00
TOTAL RESERVE REVENUE <sup>2</sup>	4,021.67	48,260.00
TOTAL HOA REVENUE <sup>3</sup>	4,187.50	50,250.00
TOTAL SEA COVE REVENUE <sup>4</sup>	1,810.00	21,720.00
TOTAL REVENUE	13,132.50	157,590.00

CLUB EXPENSES PAYABLE BY ALL LOTS	MONTHLY CLUB	ANNUAL CLUB
Clubhouse Expenses		
A/C Maintenance <sup>1</sup>	148.25	1,755.00
Advertising / Mail Wanted <sup>2</sup>	103.25	1,239.00
Alarm <sup>3</sup>	34.42	413.00
Building Maintenance <sup>4</sup>	0.00	-
Cleaning Service <sup>5</sup>	1,076.50	12,906.00
Computer Support <sup>6</sup>	61.87	742.00
Community Newsletter <sup>7</sup>	172.04	2,064.00
Cash/Agency <sup>8</sup>	3,360.00	40,200.00
Copy / Fax Machine / e-mail <sup>9</sup>	134.82	1,618.00
Decorating <sup>10</sup>	48.00	576.00
Electricity <sup>11</sup>	1,832.82	21,994.00
Exercise Room Eq. Repair <sup>12</sup>	103.25	1,239.00
Equipment Purchase <sup>13</sup>	0.00	-
Equipment Repair / Wtr Treatment <sup>14</sup>	25.93	311.00
Equipment Repair <sup>15</sup>	204.50	2,454.00
Fire Alarm <sup>16</sup>	34.42	413.00
Gate Arm <sup>17</sup>	219.00	2,628.00
Income Tax Preparation & Accounting Review <sup>18</sup>	168.67	2,024.00
Insurance <sup>19</sup>	2,432.25	29,187.00
Janitorial Supplies <sup>20</sup>	215.00	2,580.00
Management Fee <sup>21</sup>	3,183.60	38,203.00
Mechanics / Administrative <sup>22</sup>	415.00	4,980.00
Music / Cable <sup>23</sup>	154.82	1,858.00
Office Supplies <sup>24</sup>	519.25	6,231.00
Payroll Office <sup>25</sup>	1,600.82	19,210.00
Payroll Clubhouse Director <sup>26</sup>	2,381.25	28,575.00
Payroll Maintenance <sup>27</sup>	2,408.17	28,898.00
Payroll Taxes & Fees <sup>28</sup>	1,037.50	12,450.00
Payroll Related Group Ins <sup>29</sup>	392.75	4,713.00
Pool <sup>30</sup>	43.00	516.00
Pool Control <sup>31</sup>	31.87	382.00
Postage <sup>32</sup>	129.00	1,548.00
Repairs / Maint <sup>33</sup>	344.17	4,130.00
Supplies Misc <sup>34</sup>	179.00	2,148.00
Telephone <sup>35</sup>	370.00	4,440.00
Trash <sup>36</sup>	34.42	413.00
Training - Staff <sup>37</sup>	25.65	307.00
Tire Int. Maint <sup>38</sup>	148.25	1,779.00
Uniforms <sup>39</sup>	43.00	516.00
Water & Sewer <sup>40</sup>	888.25	10,659.00
Total Clubhouse Expense	30,068.17	361,178.00
Pool Expense		
Electricity <sup>41</sup>	1,310.25	15,723.00
Equipment Repair / Maint / Clean <sup>42</sup>	2,008.50	24,102.00
Insurance / Permits <sup>43</sup>	31.88	382.00
Lifeguard <sup>44</sup>	0.00	0.00
Pool Equipment <sup>45</sup>	109.25	1,311.00
Supplies <sup>46</sup>	1,459.17	17,510.00
Water & Sewer <sup>47</sup>	789.50	9,474.00
Total Pool Expense	5,607.67	67,582.00
Tennis Expense		
Repairs / Maintenance <sup>48</sup>	53.53	642.00
Supplies <sup>49</sup>	108.50	1,302.00
Electricity <sup>50</sup>	78.02	936.00
Total Tennis Expense	240.05	2,880.00
Debt Expense		
Debt Service <sup>51</sup>	21,878.17	262,538.00
Total Debt Expense	21,878.17	262,538.00
TOTAL CLUB EXPENSES PAYABLE BY ALL LOTS	57,553.99	691,198.00
TOTAL CLUB EXPENSES PAYABLE BY EACH LOT	78.27	951.78

## EXHIBIT E

## APPROVED FORM OF BUDGETS

OR BK 12868 PG 1413

 HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
 ASSOCIATION, INC. ( )  
 ESTIMATED 2005 OPERATING BUDGET ( )

## PROPOSED BUDGET FOR 2005

TOTAL RESERVES PAYABLE BY ALL LOTS	MONTHLY RESERVES	ANNUAL RESERVES
Reserves <sup>1</sup>	3,638.97	43,664.00
TOTAL RESERVES PAYABLE BY ALL LOTS	3,638.97	43,664.00
TOTAL RESERVES PAYABLE BY EACH LOT	5.78	68.76

HOA EXPENSES PAYABLE BY ALL LOTS	MONTHLY HOA	ANNUAL HOA
Annual Corporate Report <sup>2</sup>	85.87	1,030.00
Contingency <sup>3</sup>	163.83	1,966.00
Income Tax Preparation & Accounting Review <sup>4</sup>	25.00	300.00
Insurance <sup>5</sup>	339.23	4,070.00
Management Fee <sup>6</sup>	2,680.00	32,160.00
Miscellaneous Administrative <sup>7</sup>	644.87	7,738.00
Professional Fees <sup>8</sup>	260.00	3,120.00
TOTAL HOA EXPENSES PAYABLE BY ALL LOTS	4,197.80	50,384.00
TOTAL HOA EXPENSES PAYABLE BY EACH LOT	6.34	76.40

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	79.27	951.24
RESERVES	5.78	69.76
HOA EXPENSES	6.25	75.00
TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	91.30	1,096.00

## SEA COVE LOTS

HOA EXPENSES PAYABLE BY SEA COVE LOTS ONLY	MONTHLY Sea Cove	ANNUAL Sea Cove
Sea Cove Grounds <sup>9</sup>	1,310.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY ALL SEA COVE LOTS	1,310.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY EACH SEA COVE LOT	65.50	786.00

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	79.27	951.24
RESERVES	5.78	69.76
HOA EXPENSES - ALL LOTS	6.25	75.00
HOA EXPENSES - SEA COVE LOTS ONLY	65.50	786.00
TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	156.75	1,882.00

## VILLAGE 17 LOTS

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	79.27	951.24
RESERVES	5.78	69.76
HOA EXPENSES - ALL LOTS	6.25	75.00
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>10</sup>	1.60	19.00
TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	92.75	1,115.00

**HERITAGE HARBOR GOLF & COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.  
2003-2005 ESTIMATED OPERATING BUDGETS**

**NOTES**

1. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Amended and Restated Declaration for Heritage Harbor. Each Owner should consult the Declaration and its exhibits for a more complete description of Assessments.
2. These Estimated Operating Budgets are projected and are not a guarantee of the actual amount of Operating Costs; therefore it is possible that actual Assessments may be less than or greater than projected.
3. This estimated Club Revenue is based on 670 Lots.
4. This estimated Reserve Revenue is based on 670 Lots.
5. This estimated HOA Revenue is based on 670 Lots.
6. This is the estimated HOA Revenue for the Sea Cove Lots. This line item is applicable only to those twenty owners within the Sea Cove Neighborhood who receive grounds maintenance as a part of their association assessment.
7. This line item covers an annual contract for preventive maintenance of the AC system at the Club.
8. This line item includes the costs for advertising for personnel for the Club.
9. This line item covers the cost of the annual contract for monitoring the alarm system.
10. This is the estimated cost for maintenance of club buildings and the AC system.
11. This line item is the contracted amount for janitorial services.
12. This is the estimated cost of technical services for Club's computer system.
13. This is the cost of publishing and distributing newsletter and updating web-site.
14. This line item is for unanticipated expenses.
15. This line item is the contracted costs to lease fax and copy machines.
16. This line item includes the cost for decorating the Club for holidays and special event.
17. This is the estimated cost of electricity for the Clubhouse.
18. This line item covers the cost of repairs and preventive maintenance for the exercise equipment.
19. This line item includes the cost to purchase miscellaneous small equipment for the Club facilities and office.
20. This is the contracted amount for rental of water conditioning equipment.
21. This is the estimated cost of repairs to equipment owned by Club.
22. This line item covers the cost of annual inspection of the fire and emergency alarm system.
23. This line item includes the cost of maintaining secondary gate.
24. This is the estimated cost of having a professional accountant review the financial records for the Club and for preparing the annual tax return.
25. This is the cost for insurance policies to cover property and liability insurance plus directors and officers insurance.
26. This line item includes the cost of cleaning supplies and paper products.
27. Management fees are based upon contracted prices that equal \$4.50 per door.
28. Miscellaneous Administrative expenses are office and administrative expenses charged by our management company to cover such items as long distance calls, faxes, copies, etc.

29. Cost of cable TV and music service is included in this line item.
30. This line item includes cost of office supplies for the Club office.
31. This line item is for salaries and related expenses for office personnel.
32. This line item is for the salary and related expenses for Club director.
33. This line item is for salaries and related expenses for maintenance staff.
34. This line item is for the Club's portion of payroll taxes.
35. This line item is for Club's portion of group insurance for employees.
36. This line item is for the Club's portion of 401K plan for employees.
37. This is the annual contracted cost of monthly pest control services at the Club.
38. This is the estimated cost of postage for the Club.
39. This line item is for the cost of repairs and maintenance of the facilities.
40. This line item is for the various supplies that may be needed for maintenance of the facilities.
41. This line item is for the telephone service for the office and Clubhouse.
42. This line item is for the cost of trash removal for the Club.
43. This line item is for off-site staff training classes and/or seminars.
44. This is the estimated cost for maintaining mulch at the recommended depth on the tot lot.
45. This line item is for the cost of uniforms for Club staff.
46. This is the estimated cost of water and sewer services provided by Hillsborough County.
47. This line item covers the cost of electricity for the pool equipment and lights.
48. This line item includes the cost of maintaining the pool equipment.
49. This line item is for the cost of annual renewal of pool licenses and permits that are required by Hillsborough County.
50. At this time, the Association has chosen not to provide lifeguard services.
51. This line item is for the replacement of small pool equipment such as brushes, hoses, etc.
52. This line item is for chemicals and other supplies needed to maintain the pool facilities.
53. This is the estimated cost of water and sewer services provided by Hillsborough County.
54. This line item is for the cost of repairs and maintenance for the tennis courts.
55. This line item is for the cost of supplies such as nets, cranks, etc. that are needed to maintain the tennis courts.
56. This line item is for the cost of lighting the tennis courts.
57. The debt service is the loan payments for the debt obtained for the purchase of the Club.
58. The Reserve for capital repairs and replacements is based upon a professional reserve study.
59. The Corporate Annual Report is required by law and is an annual expense.
60. This line item is for unanticipated expenses.
61. This is the estimated cost for having a professional accountant review the financial records of the Association and for preparing the annual tax return.
62. This is the cost for insurance policies to cover property and liability insurance plus directors and officers insurance for the Association's Board of Directors.

**OR BK 12868 PG 1416**

63. The Management fees are based upon contracted prices that equal \$4.00 per door.
64. Miscellaneous Administrative expenses are office and administrative expenses charged by our management companies to cover such items as long distance calls, faxes, copies, etc.
65. Professional fees are those paid for accounting and legal services.
66. A portion of the Sea Cove Neighborhood is a full service neighborhood. These 20 Sea Cove Owners pay additional assessments for lawn and grounds maintenance. This is the contracted amount for the lawn maintenance service.
67. Road reserve payable by residents in Village 17 for private road repaving.

**EXHIBIT 2**

**FIRST AMENDMENT TO COMMERCIAL LEASE**

THIS FIRST AMENDMENT TO COMMERCIAL LEASE (this "Amendment") is made and entered into this 17<sup>th</sup> day of July, 2003, by and between Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not-for-profit corporation ("Lessor"), whose address is c/o Rampart Properties, Inc., 10012 North Dale Mabry, Suite 223, and Heritage Harbor Community Development District ("Lessee"), a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, whose address is c/o Severn Trent Environmental Services, Inc., 16311 West Tampa Boulevard, Tampa, Florida 33647, Attention: Mr. John Daugirda.

**RECITALS**

A. Lessor and Lessee have entered in to that certain Commercial Lease dated June 26, 2003 (the "Lease") with respect to certain premises located at 19502 Heritage Harbor Parkway, Lutz, Florida.

B. The parties desire to incorporate into the lease a revised Exhibit C which sets for the agreed upon breakdown of expenses and reserves been Lessor and Lessee with respect to the Property.

C. The parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, incorporating the Recitals Section herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Lease, this Amendment shall control. Whenever possible, this Amendment and the Lease shall be construed as a single document. Except as modified hereby, the Lease shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Lease, except that "Lease" shall mean the Lease and this Amendment, together with all amendments and modifications thereof.

4. Amendment to Exhibit C. Exhibit C to the Lease is hereby deleted in its entirety and replaced with Exhibit 1 attached hereto.

5. Governing Law. The Lease and this Amendment shall be governed and construed in accordance with the internal laws of the State of Florida.

[ADDITIONAL TEXT AND SIGNATURE ON FOLLOWING PAGE]

6. Entire Agreement. This Amendment and the Lease contain the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified or changed in any way except in writing signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Lease to be executed as required by law on this, the day and year first above written.

## WITNESSES:

## LESSOR:

HERITAGE HARBOR GOLF & COUNTRY  
CLUB COMMUNITY ASSOCIATION, INC.,  
a Florida not-for-profit corporation

Eric L. Cissel  
Print Name: ERIC L. CISSEL  
Molly Brandon  
Print Name: MOLLY BRANDON

By: Berry D. Valenti  
Name: BERRY D. VALENTI  
Title: President

## LESSEE:

HERITAGE HARBOR COMMUNITY  
DEVELOPMENT DISTRICT, a special  
purpose unit of local government organized  
pursuant to Chapter 190, Florida Statutes

Eric L. Cissel  
Print Name: ERIC L. CISSEL  
Molly Brandon  
Print Name: MOLLY BRANDON

By: Dawn G. Simbone  
Name: DAWN G. SIMBONE  
Title: CHAIRMAN - BO of Supervisors



**EXHIBIT 1****BREAKDOWN OF EXPENSES AND RESERVES BETWEEN LESSOR AND LESSEE**

<b>CLUBHOUSE EXPENSES</b>	<b>% Allocation Lessor</b>	<b>% Allocation Lessee</b>	<b>NOTES</b>
A/C MAINTENANCE	54.00%	46.00%	Pro Shop & Restaurant 5,188 sq ft, Clubhouse 8,068 sq ft
ADVERTISING/HELP WANTED	100.00%	0.00%	Help wanted advertising for Club employees Pro Shop & Restaurant 5,188 sq ft, Clubhouse 8,068 sq ft
ALARM	54.00%	46.00%	
BACKFLOW VALVE	0.00%	100.00%	
BUILDING MAINTENANCE	50.00%	50.00%	CDD & Club to split cost 50/50
CLEANING SERVICE	58.00%	42.00%	Restaurant 4,407 sq ft, Clubhouse 8,068 sq ft, Pro Shop excluded
COMPUTER SUPPORT	50.00%	50.00%	CDD & Club to split cost 50/50
COMMUNITY NEWSLETTER	100.00%	0.00%	Community newsletter for Club events
CONTINGENCY FUND	0.00%	100.00%	
COPY/FAX MACHINE LEASE	50.00%	50.00%	CDD & Club to split cost 50/50
DECORATING	100.00%	0.00%	Decorating cost for Club area
DEPRECIATION EXPENSE	0.00%	100.00%	
ELECTRICITY	54.00%	46.00%	Pro Shop & Restaurant 5,188 sq ft, Clubhouse 8,068 sq ft
EMPLOYEE NEW HIRE	100.00%	0.00%	New hire expense for Club employees
EXERCISE ROOM EQ. REPAIR	100.00%	0.00%	Repair expense for Club exercise equipment
EQUIPMENT PURCHASE	100.00%	0.00%	Equipment purchases for Club operations
EQUIPMENT RENTAL/Water Treatment	50.00%	50.00%	CDD & Club to split cost 50/50
EQUIPMENT REPAIR	100.00%	0.00%	Repair expense for Club equipment
FIRE ALARM	50.00%	50.00%	CDD & Club to split cost 50/50
GATE ARM	100.00%	0.00%	Gate at Village 17 entrance Allocation based on premium amount by category
INSURANCE	35.00%	65.00%	Allocation based on premium amount by category
INSURANCE DEDUCTIBLE	35.00%	65.00%	
JANITORIAL SUPPLIES	100.00%	0.00%	Cleaning supplies for Club areas
MANAGEMENT FEE	25.00%	75.00%	S&S management fee
MISC	100.00%	0.00%	Club related miscellaneous expenses
MUSIC/CABLE	50.00%	50.00%	CDD & Club to split cost 50/50
OFFICE SUPPLIES	100.00%	0.00%	Office supplies for Club operations
PAYROLL OFFICE	100.00%	0.00%	Part-time receptionist(s)
PAYROLL CLUBHOUSE DIRECTOR	100.00%	0.00%	Full-time Club coordinator
PAYROLL MAINTENANCE	100.00%	0.00%	Full-time maintenance person
PAYROLL TAXES & FEES	100.00%	0.00%	Payroll taxes & fees for Club employees Group insurance expense for Club employees
PAY RELATED GR. INS 401K	100.00%	0.00%	401K expense for Club employees
PEST CONTROL	50.00%	50.00%	CDD & Club to split cost 50/50
POSTAGE	100.00%	0.00%	Postage for Club mailings
REPAIRS/MAINT	50.00%	50.00%	CDD & Club to split cost 50/50
SPECIAL EVENTS	100.00%	0.00%	Special events for Club members
SUPPLIES MISC	100.00%	0.00%	Supplies for Club operations
TELEPHONE	50.00%	50.00%	CDD & Club to split cost 50/50
TOT LOT MULCH	100.00%	0.00%	Mulch for lot lot Trash pick-up service for Club, Restaurant & Pro Shop
TRASH	15.00%	85.00%	
TRAINING - STAFF	100.00%	0.00%	Training expense for Club employees
UNIFORMS	100.00%	0.00%	Uniform expense for Club employees
WATER & SEWER	50.00%	50.00%	CDD & Club to split cost 50/50
WEBSITE	50.00%	50.00%	CDD & Club to split cost 50/50

Note: An invoice that is specific to an area of operation (Club or CDD) will be charged 100% to its respective area, regardless of whether or not the charge falls under one of the shared cost line items. Only invoices that are truly shared expenses will be shared between the operations.

**HERITAGE HARBOR CDD  
SHARED RESERVES**

<u>Shared Reserve Allocations</u>	<u>Sq Ft</u>	<u>Total</u>	<u>Interior</u>
Pro Shop	789	4.90%	7.01%
Carl Bam	4,834	30.03%	
Restaurant	4,407	27.36%	39.13%
Clubhouse	6,066	37.69%	53.86%
	16,096	100.00%	100.00%
Excluding Carl Bam (Interior)	11,262		

<u>Shared Reserves</u>	<u>Years</u>	<u>% Alloc Lessor</u>	<u>% Alloc Lessee</u>
Parking Lot Paving	20	50%	50%
Parking Lot/Sealing & Striping	5	50%	50%
Clubhouse Renovation	15	54%	46%
Clubhouse Roof	20	38%	62%
Front French Door	10	50%	50%
HVAC System	20	54%	46%
Wood Picket Fence	R&M (10)	38%	62%
Canvas Awnings	10	50%	50%
Carpeting	8	54%	46%

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THE FOREGOING IS A  
TRUE AND CORRECT COPY OF THE DOCUMENT ON  
FILE IN MY OFFICE. WITNESS MY HAND AND  
OFFICIAL SEAL THIS..... DAY OF.....



RICHARD A. CLERK

BY *[Signature]* 20. 03

# EXHIBIT 11

April 2020

Ms. Patricia Thibault  
**Heritage Harbor CDD**  
c/o DPFG  
250 International Parkway, Suite #280  
Lake Mary, Florida 32746

**Via Email: patricia.comings-thibault@dpfg.com**

**RE: Account #7759**  
Notice of Projected Pricing for 2021 Budget

Dear Ms. Thibault:

The anniversary date of your *NEW SOLitude Lake Management*, (formally Aquatic Systems, Inc.), waterway management program is **August 1, 2021**.

We are pleased to report that your resource management program for care of your waterway system has been successful; therefore, we are extending our scheduled visits for the next successive twelve months at the SAME investment: \$3,478.00 Monthly (\$41,736.00 Annually)

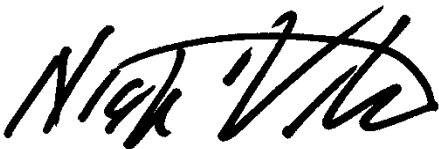
**Please ensure that this budget notification is placed on the CDD Agenda for the Budget Review Meeting.**

If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract cannot be agreed upon *SOLitude Lake Management* reserves the right to cancel this Agreement.

If you have any questions regarding your waterway program, including the scheduled 2021 budget, please give me a call.

We appreciate your business and look forward to another successful year ahead!

Sincerely,



Nicholas Viles  
Business Development Consultant  
NV/gu

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

# EXHIBIT 12



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# Heritage Harbor CDD

## Aquatic Maintenance Proposal

April 30th, 2020

Prepared for:

**Heritage Harbor CDD**

**Patricia Comings-Thibault, District Manager**

**250 International Parkway, Suite #280 Lake Mary FL 32746**



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Prepared by:

Mr. Joe Hamilton, Owner/Operator

Steadfast Environmental, LLC

30435 Commerce Dr. Suite 102

San Antonio, FL 33576

(813) 610-3927 Mobile

[joe@steadfastenv.com](mailto:joe@steadfastenv.com) • [www.steadfastenv.com/home](http://www.steadfastenv.com/home)

April 30<sup>th</sup>, 2020

**Heritage Harbor CDD**

**Patricia Comings-Thibault, District Manager**

**250 International Parkway, Suite #280 Lake Mary FL 32746**

Dear Patricia,

We greatly appreciate the opportunity to bid on this project for you. Attached is the Agreement for waterway services at Heritage Harbor CDD.

Our range of aquatic services are listed below;

- Long lasting results based off applied herbicide techniques
- Superior buffering and littoral maintenance
- Exceptional physical removal of nuisance and invasive vegetation.
- Planting of native beneficial vegetation.
- Conservation Cutback Services.
- Pond dye application.
- Stocking of Triploid grass carp for submersed aquatic plant species control.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Steadfast Environmental, LLC.

Signature

A handwritten signature in cursive script that reads "Joseph C. Hamilton".

Joseph C. Hamilton, Owner/Operator

**Monthly Maintenance Program:**

Program to consist of: (Areas #1-86 as indicated on attached map) Area to be serviced measures 54,973 LF

- Monthly herbicide treatment of invasive and exotic vegetation.
- Inspections of outflow structures.
- Removal of normal size trash and debris items.
- Pond dye applications (If desirable).

**Occurrence: 4 events/month**

**Annual Cost: \$35,732.40**


**(\$2,977.70 per month)**

Special services can also be provided outside of the routine monthly maintenance at the Boards request. These will be proposed on separate estimates outside of the monthly maintenance service agreement.

**Special Services Include:**

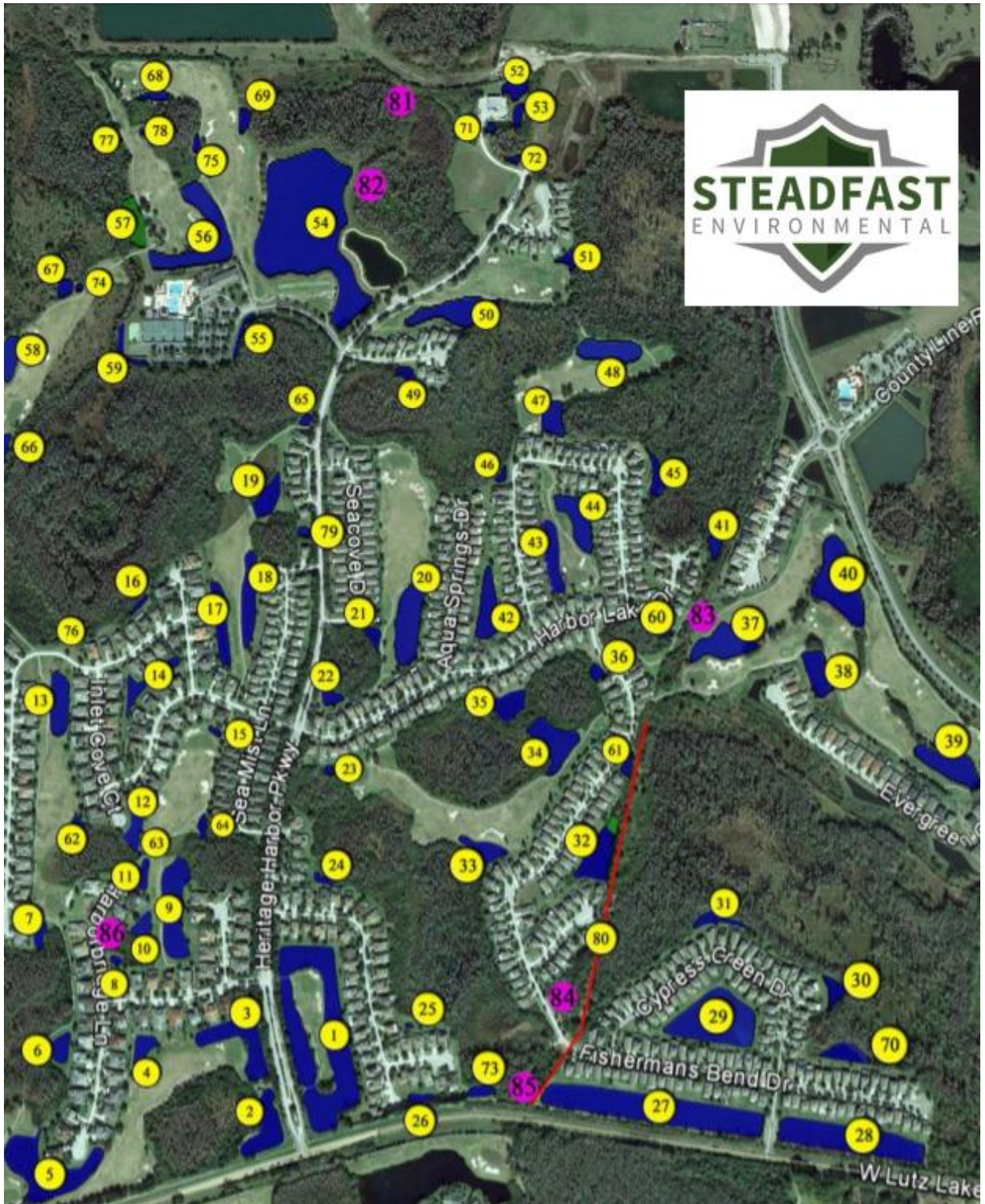
- Physical & Mechanical Removals of invasive and exotic vegetation.
- Planting of native and desirable, low lying aquatic vegetation.
- Triploid Grass Carp stocking for submersed aquatic vegetation.
- Aluminum Sulfate Applications to better control algae.
- Bush hogging & Conservation/Woodline Cutbacks.

Thank you for reaching out with interest in our services! We look forward to building a long term, professional relationship.

  
Joseph Hamilton, Owner/Operator.

\_\_\_\_\_  
Heritage Harbor CDD Rep.





# EXHIBIT 13

# McLain

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## Plumbing & Mechanical

2403 East 4<sup>th</sup> Avenue  
Tampa, Florida 33605  
P: (813) 876-9046

May 20, 2020

RE: Heritage Harbor  
19502 Heritage Harbor PKWY  
Lutz, Fl. 33558

McLain Plumbing & Mechanical proposes to provide all necessary labor and materials to dig up and replace pipe, back-flow and concrete pad.

**Labor:** \$1360.00

**Misc. Material:** \$735.00

**Total price for the above scope of work: \$2095.00**

The above pricing reflects current project conditions. McLain plumbing & mechanical reserves the right to submit pricing in the future for any unforeseen circumstances.

If there are any questions or if I may be of any assistance, please do not hesitate to contact me.

Cordially,

***Dawn O'Brien***

Service Manager  
McLain Plumbing & Mechanical  
2403 East 4th Avenue  
Tampa, Florida 33605  
(813) 876-9046

# EXHIBIT 14

**FORM 1****STATEMENT OF  
FINANCIAL INTERESTS****2019**Please print or type your name, mailing  
address, agency name, and position below:**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\*****DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2019.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

☐ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ☐ **DOLLAR VALUE THRESHOLDS****PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME**[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")


**You are not limited to the space on the  
lines on this form. Attach additional  
sheets, if necessary.****FILING INSTRUCTIONS** for when  
and where to file this form are  
located at the bottom of page 2.**INSTRUCTIONS** on who must file  
this form and how to fill it out  
begin on page 3.



**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING**

For **elected municipal officers** required to complete annual ethics training pursuant to section 112.3142, F.S.

☐ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

**IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE** ☐

**SIGNATURE OF FILER:**

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

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

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter**, file by July 1 following each calendar year in which they hold their positions.

**Finally**, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2019.

## NOTICE

**Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]**

**In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]**

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc.; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2019.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

## **MANNER OF CALCULATING REPORTABLE INTEREST**

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).



## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Dollar Value Thresholds Instructions.)

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

## PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Percentage Thresholds Instructions.)

# EXHIBIT 15

PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 South Biscayne Blvd.  
Suite 3410  
Miami, Florida 33131FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION  
FOR HERITAGE HARBOR

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR HERITAGE HARBOR ("First Amendment") is made by U.S. HOME CORPORATION, a Delaware corporation ("Declarant") and joined in by HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

## RECITALS

- A. Declarant recorded the Amended and Restated Declaration for Heritage Harbor in Official Records Book 12817 at Page 1770 of the Public Records of Hillsborough County, Florida (the "Declaration"), respecting the residential community located in Hillsborough County, Florida known as the Heritage Harbor (the "Heritage Harbor Community").
- B. Section 11.5 of the Declaration permits Declarant to amend the Declaration without the consent of any other party, prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred, by the recording of an amendment to the Declaration.
- C. Declarant desires to substitute Exhibit 1 of this First Amendment as Exhibit E to the Declaration.
- D. Declarant desires to add Exhibit 2 of this First Amendment to Exhibit I of the Declaration.
- E. Declarant desires to amend the Declaration as set forth herein

NOW THEREFORE, Declarant hereby declares that every portion of the Heritage Harbor Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined terms "Association" and "Declaration" are hereby modified as follows:

"Association" shall mean and refer to Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not for profit corporation, its successors and assigns.

"Declaration" shall mean the Declaration and this First Amendment, together with all amendments and modifications thereof.

BEST IMAGES AVAILABLE

4. Amendment of Exhibit E. The Approved Budgets were not attached to the Declaration as Exhibit E. The Approved Budgets for 2003, 2004 and 2005 attached hereto as Exhibit 1 replace entirely Exhibit E attached to the Declaration.

5. Amendment of Exhibit 1. The CDD Lease attached to the Declaration as Exhibit 1 is hereby amended by the First Amendment to Commercial Lease attached hereto as Exhibit 2.

6. Covenant Running with the Heritage Harbor Community. This First Amendment is a covenant running with the Heritage Harbor Community.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal this 17<sup>th</sup> day of July, 2003.

WITNESSES:

U.S. HOME CORPORATION, a Delaware corporation

Elin L. Cissel  
Print Name: Elin L. Cissel  
Molly Burdon  
Print Name: Molly Burdon

By: Francine Miller  
Name: Francine Miller  
Title: Division President

(SEAL)

STATE OF FLORIDA )

COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2003, by Francine Miller as Division President of U.S. HOME CORPORATION, a Delaware corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Elin L. Cissel  
NOTARY PUBLIC, State of Florida  
at Large  
Print Name: ELIN L. CISSEL



## JOINDER

HERITAGE HARBOR GOLF &amp; COUNTRY CLUB COMMUNITY ASSOCIATION, INC.,

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC does hereby join in the First Amendment to Amended and Restated Declaration for Heritage Harbor ("First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17<sup>th</sup> day of July, 2003.

## WITNESSES:

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC.,  
a Florida not for profit corporation

Elin L. Cissel  
Print Name: Elin L. Cissel

Molly Burdon  
Print Name: Molly Burdon

By: Betty D. Valenti  
Name: Betty D. Valenti  
Title: President

(SEAL)

STATE OF FLORIDA )

COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day July, 2003, by Betty Valenti as President of HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

Elin L. Cissel  
NOTARY PUBLIC, State of Florida  
at Large  
Print Name: Elin L. Cissel



**EXHIBIT I**

**APPROVED BUDGETS FOR 2003, 2004 AND 2005**

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. 1  
ESTIMATED 2003 OPERATING BUDGET 2

## PROPOSED BUDGET FOR 7/1/03-12/31/03

REVENUE	MONTHLY REVENUE	ANNUAL REVENUE
TOTAL CLUB REVENUE <sup>1</sup> for period 7/1/03 - 12/31/03	33,501.50	201,009.00
TOTAL RESERVE REVENUE <sup>2</sup> for period 7/1/03 - 12/31/03	183.00	1,098.00
TOTAL HOA REVENUE <sup>3</sup>	4,187.50	50,250.00
TOTAL SEA COVE REVENUE <sup>4</sup>	1,310.00	15,720.00
TOTAL REVENUE	39,182.00	268,077.00

CLUB EXPENSES PAYABLE BY ALL LOTS	MONTHLY CLUB	ANNUAL CLUB
<b>Clubhouse Expense</b>		
A/C Maintenance <sup>1</sup>	135.33	812.00
Advertising / Help Wanted <sup>2</sup>	100.00	600.00
Alarm <sup>3</sup>	27.87	188.00
Building Maintenance <sup>4</sup>	187.50	1,125.00
Cleaning Service <sup>5</sup>	1,015.00	6,090.00
Computer Support <sup>6</sup>	50.00	300.00
Community Newsletter <sup>7</sup>	150.00	900.00
Contingency <sup>8</sup>	6,823.83	81,886.00
Copy / Fax Machine Lease <sup>9</sup>	145.00	870.00
Decorating <sup>10</sup>	33.33	200.00
Electricity <sup>11</sup>	1,738.83	10,431.00
Exercise Room Eq. Repair <sup>12</sup>	100.00	600.00
Equipment Purchase <sup>13</sup>	0.00	-
Equipment Rental / Wty Treatment <sup>14</sup>	23.00	138.00
Equipment Repair <sup>15</sup>	0.00	-
Fire Alarm <sup>16</sup>	22.17	183.00
Golf Ann <sup>17</sup>	200.00	1,200.00
Income Tax Preparation & Accounting Review <sup>18</sup>	0.00	-
Insurance <sup>19</sup>	2,315.87	13,894.00
Janitorial Supplies <sup>20</sup>	200.00	1,200.00
Management Fee <sup>21</sup>	2,540.50	17,843.00
Miscellaneous Administrative <sup>22</sup>	158.33	950.00
Music / Cable <sup>23</sup>	145.00	870.00
Office Supplies <sup>24</sup>	475.00	2,850.00
Payroll Office <sup>25</sup>	1,589.00	9,534.00
Payroll Clubhouse Director <sup>26</sup>	2,254.00	13,524.00
Payroll Maintenance <sup>27</sup>	2,000.00	12,000.00
Payroll Taxes & Fees <sup>28</sup>	908.00	5,616.00
Payroll Related Group Ins <sup>29</sup>	333.00	1,998.00
ADIK <sup>30</sup>	35.00	210.00
Pest Control <sup>31</sup>	43.00	258.00
Postage <sup>32</sup>	100.00	600.00
Repairs / Maint <sup>33</sup>	0.00	-
Supplies Misc <sup>34</sup>	290.00	1,740.00
T-Machines <sup>35</sup>	348.00	2,088.00
Trash <sup>36</sup>	27.00	162.00
Training - Staff <sup>37</sup>	0.00	-
Tot Lot Maint <sup>38</sup>	133.33	800.00
Uniforms <sup>39</sup>	0.00	-
Water & Sewer <sup>40</sup>	827.00	4,962.00
<b>Total Clubhouse Expense</b>	<b>18,218.83</b>	<b>81,291.66</b>
<b>Pool Expense</b>		
Electricity <sup>41</sup>	2,042.33	12,254.00
Equipment Repair / Maint / Clean <sup>42</sup>	1,934.83	11,609.00
Licenses / Permits <sup>43</sup>	58.33	350.00
Leisure <sup>44</sup>	0.00	0.00
Pool Equipment <sup>45</sup>	0.00	0.00
Supplies <sup>46</sup>	1,430.00	8,700.00
Water & Sewer <sup>47</sup>	565.83	3,395.00
<b>Total Pool Expense</b>	<b>6,051.33</b>	<b>36,348.00</b>
<b>Tennis Expense</b>		
Repairs / Maintenance <sup>48</sup>	50.00	300.00
Supplies <sup>49</sup>	25.00	150.00
Electricity <sup>50</sup>	70.00	420.00
<b>Total Tennis Expense</b>	<b>145.00</b>	<b>870.00</b>
<b>Debt Expense</b>		
Debt Service <sup>51</sup>	17,063.33	102,380.00
<b>Total Debt Expense</b>	<b>17,063.33</b>	<b>102,380.00</b>
<b>TOTAL CLUB EXPENSES PAYABLE BY ALL LOTS</b>	<b>33,501.50</b>	<b>201,009.00</b>
<b>TOTAL CLUB EXPENSES PAYABLE BY EACH LOT</b>	<b>56.00</b>	<b>300.91</b>



## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. :  
ESTIMATED 2003 OPERATING BUDGET :

## PROPOSED BUDGET FOR 7/1/03-12/31/03

TOTAL RESERVES PAYABLE BY ALL LOTS	MONTHLY RESERVES	ANNUAL RESERVES
Reserves <sup>22</sup>	0.00	0.00
TOTAL RESERVES PAYABLE BY ALL LOTS	0.00	-
TOTAL RESERVES PAYABLE BY EACH LOT	0.00	-

HOA EXPENSES PAYABLE BY ALL LOTS	MONTHLY HOA	ANNUAL HOA
Annual Corporate Report <sup>23</sup>	66.87	800.00
Contingency <sup>24</sup>	165.83	1,990.00
Income Tax Preparation & Accounting Review <sup>25</sup>	25.00	300.00
Insurance <sup>26</sup>	333.33	4,000.00
Management Fee <sup>27</sup>	2,880.00	32,160.00
Miscellaneous Administrative <sup>28</sup>	666.67	8,000.00
Professional Fees <sup>29</sup>	250.00	3,000.00
TOTAL HOA EXPENSES PAYABLE BY ALL LOTS	4,167.50	50,250.00
TOTAL HOA EXPENSES PAYABLE BY EACH LOT	6.25	75.00

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	50.00	600.00
RESERVES	0.00	-
HOA EXPENSES	6.25	75.00
TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	56.25	675.00

## SEA COVE LOTS

HOA EXPENSES PAYABLE BY SEA COVE LOTS ONLY	MONTHLY Sea Cove	ANNUAL Sea Cove
Sea Cove Grounds <sup>30</sup>	1,310.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY ALL SEA COVE LOTS	1,310.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY EACH SEA COVE LOT	65.50	786.00

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	50.00	600.00
RESERVES	0.00	-
HOA EXPENSES - ALL LOTS	6.25	75.00
HOA EXPENSES - SEA COVE LOTS ONLY	65.50	786.00
TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	121.75	1,461.00

## VILLAGE 17 LOTS

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	50.00	600.00
RESERVES	0.00	-
HOA EXPENSES - ALL LOTS	6.25	75.00
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>31</sup>	1.50	18.00
TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	57.75	693.00

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. )  
ESTIMATED 2004 OPERATING BUDGET :

## PROPOSED BUDGET FOR 2004

REVENUE	MONTHLY REVENUE	ANNUAL REVENUE
TOTAL CLUB REVENUE <sup>1</sup>	45,505.00	546,061.00
TOTAL RESERVE REVENUE <sup>2</sup>	3,828.00	47,137.00
TOTAL HOA REVENUE <sup>3</sup>	4,187.00	50,256.00
TOTAL SEA COVE REVENUE <sup>4</sup>	1,310.00	15,720.00
TOTAL REVENUE	54,830.00	671,174.00

CLUB EXPENSES PAYABLE BY ALL LOTS	MONTHLY CLUB	ANNUAL CLUB
<b>Clubhouse Expenses</b>		
A/C Maintenance <sup>1</sup>	141.67	1,700.00
Advertising / Help Wanted <sup>1</sup>	100.00	1,200.00
Alarm <sup>2</sup>	33.33	400.00
Building Maintenance <sup>2</sup>	0.00	-
Cleaning Service <sup>2</sup>	1,041.67	12,500.00
Computer Support <sup>2</sup>	60.00	720.00
Community Newsletter <sup>2</sup>	188.87	2,266.00
Concierge <sup>2</sup>	2,806.25	31,275.00
Copy / Fax Machine Lease <sup>2</sup>	180.00	1,800.00
Decorating <sup>2</sup>	41.67	500.00
Electricity <sup>2</sup>	1,833.33	22,000.00
Executive Room Eq. Repair <sup>2</sup>	100.00	1,200.00
Equipment Purchase <sup>2</sup>	0.00	-
Equipment Rental / W/ Treatment <sup>2</sup>	35.00	420.00
Equipment Repair <sup>2</sup>	200.00	2,400.00
Fire Alarm <sup>2</sup>	33.33	400.00
Golf Aids <sup>2</sup>	200.33	2,400.00
Income Tax Preparation & Accounting Review <sup>2</sup>	188.87	2,266.00
Insurance <sup>2</sup>	2,375.00	28,500.00
Inventory Supplies <sup>2</sup>	208.33	2,500.00
Management Fee <sup>2</sup>	3,083.33	37,000.00
Miscellaneous Administrative <sup>2</sup>	86.17	1,030.00
Music / Cable <sup>2</sup>	150.00	1,800.00
Office Supplies <sup>2</sup>	500.00	6,000.00
Payroll Office <sup>2</sup>	1,790.00	21,480.00
Payroll Clubhouse Director <sup>2</sup>	2,500.00	30,000.00
Payroll Maintenance <sup>2</sup>	2,833.33	34,000.00
Payroll Taxes & Fees <sup>2</sup>	1,000.00	12,000.00
Payroll Related Group Ins <sup>2</sup>	341.67	4,100.00
401K <sup>2</sup>	41.67	500.00
Pest Control <sup>2</sup>	50.00	600.00
Postage <sup>2</sup>	125.00	1,500.00
Repairs / Maint <sup>2</sup>	333.33	4,000.00
Supplies Misc <sup>2</sup>	241.67	2,900.00
Telephone <sup>2</sup>	350.33	4,200.00
Trash <sup>2</sup>	33.33	400.00
Training - Staff <sup>2</sup>	25.00	300.00
Turf Lot Mulch <sup>2</sup>	141.67	1,700.00
Uniforms <sup>2</sup>	41.67	500.00
Water & Sewer <sup>2</sup>	858.33	10,300.00
<b>Total Clubhouse Expense</b>	<b>23,478.78</b>	<b>281,748.00</b>
<b>Pool Expenses</b>		
Electricity <sup>2</sup>	1,482.75	17,793.00
Equipment Repair / Maint / Clean <sup>2</sup>	1,348.20	16,178.00
Fences / Permits <sup>2</sup>	30.00	361.00
Insurance <sup>2</sup>	0.00	0.00
Pool Equipment <sup>2</sup>	103.25	1,239.00
Supplies <sup>2</sup>	1,369.82	16,438.00
Water & Sewer <sup>2</sup>	774.42	9,293.00
<b>Total Pool Expense</b>	<b>5,718.57</b>	<b>68,838.00</b>
<b>Tennis Expense</b>		
Repairs / Maintenance <sup>2</sup>	51.67	620.00
Supplies <sup>2</sup>	103.25	1,239.00
Electricity <sup>2</sup>	77.42	929.00
<b>Total Tennis Expense</b>	<b>232.33</b>	<b>2,788.00</b>
<b>Debt Expense</b>		
Debt Service <sup>2</sup>	17,083.33	205,000.00
<b>Total Debt Expense</b>	<b>17,083.33</b>	<b>205,000.00</b>
<b>TOTAL CLUB EXPENSES PAYABLE BY ALL LOTS</b>	<b>46,505.00</b>	<b>558,061.00</b>
<b>TOTAL CLUB EXPENSES PAYABLE BY EACH LOT</b>	<b>69.41</b>	<b>832.33</b>

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. •  
ESTIMATED 2004 OPERATING BUDGET •

## PROPOSED BUDGET FOR 2004

TOTAL RESERVES PAYABLE BY ALL LOTS	MONTHLY RESERVES	ANNUAL RESERVES
Reserves <sup>20</sup>	3,748.00	44,941.00
TOTAL RESERVES PAYABLE BY ALL LOTS	3,748.00	44,941.00
TOTAL RESERVES PAYABLE BY EACH LOT	8.50	87.00

HOA EXPENSES PAYABLE BY ALL LOTS	MONTHLY HOA	ANNUAL HOA
Annual Corporate Report <sup>21</sup>	86.87	800.00
Contingency <sup>22</sup>	165.83	1,990.00
Income Tax Preparation & Accounting Review <sup>23</sup>	25.00	300.00
Insurance <sup>24</sup>	332.33	4,000.00
Management Fee <sup>25</sup>	2,880.00	32,160.00
Miscellaneous Administrative <sup>26</sup>	688.87	8,000.00
Professional Fees <sup>27</sup>	250.00	3,000.00
TOTAL HOA EXPENSES PAYABLE BY ALL LOTS	4,167.90	50,250.00
TOTAL HOA EXPENSES PAYABLE BY EACH LOT	8.29	78.00

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	88.41	832.92
RESERVES	8.50	87.00
HOA EXPENSES	6.29	75.00
TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	91.20	975.00

## SEA COVE LOTS

HOA EXPENSES PAYABLE BY SEA COVE LOTS ONLY	MONTHLY Sea Cove	ANNUAL Sea Cove
Sea Cove Grounds <sup>28</sup>	1,310.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY ALL SEA COVE LOTS	1,310.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY EACH SEA COVE LOT	65.50	786.00

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	88.41	832.92
RESERVES	8.50	87.00
HOA EXPENSES - ALL LOTS	6.29	75.00
HOA EXPENSES - SEA COVE LOTS ONLY	65.50	786.00
TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	168.70	1,781.00

## VILLAGE 17 LOTS

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	88.41	832.92
RESERVES	8.50	87.00
HOA EXPENSES - ALL LOTS	6.29	75.00
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>29</sup>	1.50	18.00
TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	104.70	992.92

## APPROVED FORM OF BUDGETS

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. ( )  
ESTIMATED 2005 OPERATING BUDGET ( )

## PROPOSED BUDGET FOR 2005

REVENUE	MONTHLY REVENUE	ANNUAL REVENUE
TOTAL CLUB REVENUE <sup>1</sup>	53,113.33	637,360.00
TOTAL RESERVE REVENUE <sup>2</sup>	4,621.87	48,260.00
TOTAL HOA REVENUE <sup>3</sup>	4,187.50	50,250.00
TOTAL SEA COVE REVENUE <sup>4</sup>	1,310.00	15,720.00
TOTAL REVENUE	63,232.70	751,590.00

CLUB EXPENSES PAYABLE BY ALL LOTS	MONTHLY CLUB	ANNUAL CLUB
Clubhouse Expense		
A/C Maintenance <sup>1</sup>	148.25	1,779.00
Advertising / Help Wanted <sup>2</sup>	103.25	1,239.00
Alarm <sup>3</sup>	34.42	413.00
Building Maintenance <sup>4</sup>	0.00	-
Cleaning Service <sup>5</sup>	1,076.50	12,918.00
Computer Support <sup>6</sup>	81.87	982.00
Community Newsletter <sup>7</sup>	172.08	2,065.00
Contingency <sup>8</sup>	3,260.00	40,200.00
Copy / Fax Machine Lease <sup>9</sup>	154.82	1,858.00
Decorating <sup>10</sup>	43.00	516.00
Electricity <sup>11</sup>	1,892.82	22,714.00
Exterior Room Eq. Repair <sup>12</sup>	103.25	1,239.00
Equipment Purchase <sup>13</sup>	0.00	-
Equipment Rental / Wty Treatment <sup>14</sup>	25.83	310.00
Equipment Repair <sup>15</sup>	258.50	3,102.00
Fire Alarm <sup>16</sup>	34.42	413.00
Golf Ams <sup>17</sup>	215.08	2,581.00
Income Tax Preparation & Accounting Review <sup>18</sup>	186.87	2,242.00
Insurance <sup>19</sup>	2,452.25	29,427.00
Janitorial Supplies <sup>20</sup>	215.08	2,581.00
Management Fee <sup>21</sup>	3,183.58	38,203.00
Miscellaneous Administrative <sup>22</sup>	415.00	4,980.00
Music / Cable <sup>23</sup>	154.82	1,858.00
Office Supplies <sup>24</sup>	518.25	6,219.00
Payroll Office <sup>25</sup>	1,866.82	22,402.00
Payroll Clubhouse Director <sup>26</sup>	2,581.25	30,975.00
Payroll Maintenance <sup>27</sup>	2,458.17	29,498.00
Payroll Taxes & Fees <sup>28</sup>	1,032.50	12,390.00
Payroll Related Group Ins <sup>29</sup>	352.75	4,233.00
401K <sup>30</sup>	43.00	516.00
Pool Control <sup>31</sup>	81.87	982.00
Poolage <sup>32</sup>	129.08	1,549.00
Recesses / Maint <sup>33</sup>	344.17	4,130.00
Supplies Misc <sup>34</sup>	129.08	1,549.00
Telephone <sup>35</sup>	370.50	4,446.00
Trash <sup>36</sup>	34.42	413.00
Training - Staff <sup>37</sup>	25.83	310.00
Tot Lot Maint <sup>38</sup>	148.25	1,779.00
Uniforms <sup>39</sup>	43.00	516.00
Water & Sewer <sup>40</sup>	886.25	10,635.00
Total Clubhouse Expense	25,094.17	301,178.00
Pool Expense		
Electricity <sup>41</sup>	1,510.25	18,123.00
Equipment Repair / Maint / Clean <sup>42</sup>	2,000.50	24,006.00
Licenses / Permits <sup>43</sup>	31.08	373.00
Lifeguard <sup>44</sup>	0.00	0.00
Pool Equipment <sup>45</sup>	108.58	1,279.00
Supplies <sup>46</sup>	1,438.17	17,258.00
Water & Sewer <sup>47</sup>	798.58	9,583.00
Total Pool Expense	5,896.17	70,744.00
Tennis Expense		
Repairs / Maintenance <sup>48</sup>	53.33	640.00
Supplies <sup>49</sup>	106.58	1,279.00
Electricity <sup>50</sup>	79.82	958.00
Total Tennis Expense	239.73	2,877.00
Debt Expense		
Debt Service <sup>51</sup>	21,879.17	262,550.00
Total Debt Expense	21,879.17	262,550.00
TOTAL CLUB EXPENSES PAYABLE BY ALL LOTS	53,113.33	637,360.00
TOTAL CLUB EXPENSES PAYABLE BY EACH LOT	79.27	951.28

## EXHIBIT E

## APPROVED FORM OF BUDGETS

OR BK 12868 PG 1413

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY  
ASSOCIATION, INC. :  
ESTIMATED 2005 OPERATING BUDGET :

## PROPOSED BUDGET FOR 2005

TOTAL RESERVES PAYABLE BY ALL LOTS	MONTHLY RESERVES	ANNUAL RESERVES
Reserves <sup>22</sup>	3,838.87	46,064.00
TOTAL RESERVES PAYABLE BY ALL LOTS	3,838.87	46,064.00
TOTAL RESERVES PAYABLE BY EACH LOT	8.79	68.76

HOA EXPENSES PAYABLE BY ALL LOTS	MONTHLY HOA	ANNUAL HOA
Annual Corporate Report <sup>23</sup>	88.87	800.00
Contingency <sup>24</sup>	165.83	1,990.00
Income Tax Preparation & Accounting Review <sup>25</sup>	35.00	300.00
Insurance <sup>26</sup>	333.33	4,000.00
Management Fee <sup>27</sup>	2,680.00	32,160.00
Professional Administrative <sup>28</sup>	888.87	8,000.00
Professional Fees <sup>29</sup>	260.00	3,000.00
TOTAL HOA EXPENSES PAYABLE BY ALL LOTS	4,167.80	50,250.00
TOTAL HOA EXPENSES PAYABLE BY EACH LOT	8.39	78.88

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	79.27	951.24
RESERVES	8.79	68.76
HOA EXPENSES	8.25	75.00
TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	91.25	1,095.00

## SEA COVE LOTS

HOA EXPENSES PAYABLE BY SEA COVE LOTS ONLY	MONTHLY Sea Cove	ANNUAL Sea Cove
Sea Cove Grounds <sup>30</sup>	1,315.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY ALL SEA COVE LOTS	1,315.00	15,720.00
TOTAL HOA EXPENSES PAYABLE BY EACH SEA COVE LOT	65.50	786.00

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	79.27	951.24
RESERVES	8.79	68.76
HOA EXPENSES - ALL LOTS	8.25	75.00
HOA EXPENSES - SEA COVE LOTS ONLY	65.50	786.00
TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	158.75	1,881.00

## VILLAGE 17 LOTS

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	79.27	951.24
RESERVES	8.79	68.76
HOA EXPENSES - ALL LOTS	8.25	75.00
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>31</sup>	1.60	18.00
TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	92.79	1,113.00

**HERITAGE HARBOR GOLF & COUNTRY CLUB  
COMMUNITY ASSOCIATION, INC.  
2003-2005 ESTIMATED OPERATING BUDGETS**

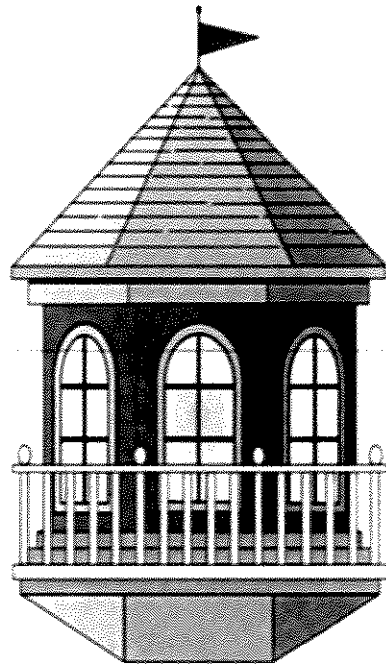
**NOTES**

1. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Amended and Restated Declaration for Heritage Harbor. Each Owner should consult the Declaration and its exhibits for a more complete description of Assessments.
2. These Estimated Operating Budgets are projected and are not a guarantee of the actual amount of Operating Costs; therefore it is possible that actual Assessments may be less than or greater than projected.
3. This estimated Club Revenue is based on 670 Lots.
4. This estimated Reserve Revenue is based on 670 Lots.
5. This estimated HOA Revenue is based on 670 Lots.
6. This is the estimated HOA Revenue for the Sea Cove Lots. This line item is applicable only to those twenty owners within the Sea Cove Neighborhood who receive grounds maintenance as a part of their association assessment.
7. This line item covers an annual contract for preventive maintenance of the AC system at the Club.
8. This line item includes the costs for advertising for personnel for the Club.
9. This line item covers the cost of the annual contract for monitoring the alarm system.
10. This is the estimated cost for maintenance of club buildings and the AC system.
11. This line item is the contracted amount for janitorial services.
12. This is the estimated cost of technical services for Club's computer system.
13. This is the cost of publishing and distributing newsletter and updating web-site.
14. This line item is for unanticipated expenses.
15. This line item is the contracted costs to lease fax and copy machines.
16. This line item includes the cost for decorating the Club for holidays and special event.
17. This is the estimated cost of electricity for the Clubhouse.
18. This line item covers the cost of repairs and preventive maintenance for the exercise equipment.
19. This line item includes the cost to purchase miscellaneous small equipment for the Club facilities and office.
20. This is the contracted amount for rental of water conditioning equipment.
21. This is the estimated cost of repairs to equipment owned by Club.
22. This line item covers the cost of annual inspection of the fire and emergency alarm system.
23. This line item includes the cost of maintaining secondary gate.
24. This is the estimated cost of having a professional accountant review the financial records for the Club and for preparing the annual tax return.
25. This is the cost for insurance policies to cover property and liability insurance plus directors and officers insurance.
26. This line item includes the cost of cleaning supplies and paper products.
27. Management fees are based upon contracted prices that equal \$4.50 per door.
28. Miscellaneous Administrative expenses are office and administrative expenses charged by our management company to cover such items as long distance calls, faxes, copies, etc.

29. Cost of cable TV and music service is included in this line item.
30. This line item includes cost of office supplies for the Club office.
31. This line item is for salaries and related expenses for office personnel.
32. This line item is for the salary and related expenses for Club director.
33. This line item is for salaries and related expenses for maintenance staff.
34. This line item is for the Club's portion of payroll taxes.
35. This line item is for Club's portion of group insurance for employees.
36. This line item is for the Club's portion of 401K plan for employees.
37. This is the annual contracted cost of monthly pest control services at the Club.
38. This is the estimated cost of postage for the Club.
39. This line item is for the cost of repairs and maintenance of the facilities.
40. This line item is for the various supplies that may be needed for maintenance of the facilities.
41. This line item is for the telephone service for the office and Clubhouse.
42. This line item is for the cost of trash removal for the Club.
43. This line item is for off-site staff training classes and/or seminars.
44. This is the estimated cost for maintaining mulch at the recommended depth on the tot lot.
45. This line item is for the cost of uniforms for Club staff.
46. This is the estimated cost of water and sewer services provided by Hillsborough County.
47. This line item covers the cost of electricity for the pool equipment and lights.
48. This line item includes the cost of maintaining the pool equipment.
49. This line item is for the cost of annual renewal of pool licenses and permits that are required by Hillsborough County.
50. At this time, the Association has chosen not to provide lifeguard services.
51. This line item is for the replacement of small pool equipment such as brushes, hoses, etc.
52. This line item is for chemicals and other supplies needed to maintain the pool facilities.
53. This is the estimated cost of water and sewer services provided by Hillsborough County.
54. This line item is for the cost of repairs and maintenance for the tennis courts.
55. This line item is for the cost of supplies such as nets, cranks, etc. that are needed to maintain the tennis courts.
56. This line item is for the cost of lighting the tennis courts.
57. The debt service is the loan payments for the debt obtained for the purchase of the Club.
58. The Reserve for capital repairs and replacements is based upon a professional reserve study.
59. The Corporate Annual Report is required by law and is an annual expense.
60. This line item is for unanticipated expenses.
61. This is the estimated cost for having a professional accountant review the financial records of the Association and for preparing the annual tax return.
62. This is the cost for insurance policies to cover property and liability insurance plus directors and officers insurance for the Association's Board of Directors.

63. The Management fees are based upon contracted prices that equal \$4.00 per door.
64. Miscellaneous Administrative expenses are office and administrative expenses charged by our management companies to cover such items as long distance calls, faxes, copies, etc.
65. Professional fees are those paid for accounting and legal services.
66. A portion of the Sea Cove Neighborhood is a full service neighborhood. These 20 Sea Cove Owners pay additional assessments for lawn and grounds maintenance. This is the contracted amount for the lawn maintenance service.
67. Road reserve payable by residents in Village 17 for private road repaving.





# HERITAGE HARBOR

*golf & country club*

**DOCUMENT BOOK**  
**FOR**  
**HERITAGE HARBOR**

c/o Lennar Homes, Inc.  
North Florida Land Development Division  
4902 Eisenhower Boulevard, Suite 380  
Tampa, Florida 33634

## **HERITAGE HARBOR**

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#### **FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR HERITAGE HARBOR**

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE DOCUMENTS IN THIS DOCUMENT BOOK.

SITE PLANS USED BY THE SELLER IN ITS MARKETING EFFORTS ILLUSTRATE THE TYPES OF FACILITIES THAT MAY BE CONSTRUCTED ON THE COMMON AREAS, BUT SUCH SITE PLANS ARE NOT A GUARANTEE OF WHAT FACILITIES WILL ACTUALLY BE CONSTRUCTED. EACH OWNER SHOULD NOT RELY ON ANY SITE PLAN USED FOR ILLUSTRATION PURPOSES AS THE DECLARATION GOVERNS THE RIGHTS AND OBLIGATIONS OF SELLER AND OWNERS WITH RESPECT TO THE COMMON AREAS.

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.  
PATRICIA KIMBALL FLETCHER, P.A.  
✓ DUANE MORRIS LLP  
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MIAMI, FLORIDA 33131

INSTR # 2003267853

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HILLSBOROUGH COUNTY  
DEPUTY CLERK S Williams

**AMENDED AND RESTATED DECLARATION**  
**FOR**  
**HERITAGE HARBOR**

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**AMENDED AND RESTATED DECLARATION**  
**FOR**  
**HERITAGE HARBOR**

This Amended and Restated Declaration (this "**Declaration**") for Heritage Harbor is made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as ("**Declarant**").

**RECITALS:**

A. Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Heritage Harbor (the "**Original Declaration**") in Official Record Book 9045 at Page 1180 in the Public Records of Hillsborough County, Florida respect to the residential community known as Heritage Harbor ("**Heritage Harbor**").

B. Declarant thereafter amended the Original Declaration as follows:

- i. First Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 9610 at Page 497 of the Public Records of Hillsborough County, Florida (the "**First Amendment**").
- ii. Second Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 9704 at Page 1512 of the Public Records of Hillsborough County, Florida (the "**Second Amendment**").
- iii. Third Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 10483 at Page 1652 of the Public Records of Hillsborough County, Florida (the "**Third Amendment**").
- iv. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 11288 at Page 134 of the Public Records of Hillsborough County, Florida (the "**Fourth Amendment**").
- v. Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 11573 at Page 1800 of the Public Records of Hillsborough County, Florida (the "**Fifth Amendment**").
- vi. Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Public Records of Hillsborough County, Florida (the "**Sixth Amendment**").
- vi. Supplements to Declaration of Covenants, Conditions and Restrictions for Heritage Harbor recorded in Official Records Book 12191 at Pages 1134, 1137, and 1140 of the Public Records of Hillsborough County, Florida (collectively, the "**Supplements**").

The Original Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Supplements shall hereinafter be collectively referred to as the "**Prior Declaration**."

C. Heritage Harbor is located in the Hillsborough County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

D. Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, Heritage Harbor Golf & Country Club Community Association, Inc. ("**Association**").

E. Declarant and over two-thirds of the Owners within Heritage Harbor have voted to amend and restate the Prior Declaration in its entirety as hereinafter set forth and pursuant to the amendment provisions set forth in Section 5 of Article X of the Original Declaration. Notwithstanding any provision in the Prior Declaration to the contrary, the approval of the amendment and restatement of the Prior Declaration by the U.S. Department of Housing and Urban Development ("**HUD**"), VA, FHA, GNMA and other related governmental entities is not required, either because such entities have not made any loans in Heritage Harbor and/or pursuant to HUD Mortgage Letter No. 2003-02.

F. The Heritage Harbor Community Development District (the "**CDD**") currently owns the Harbor Towne Clubhouse and related recreational facilities (collectively, the "**Clubhouse**").

Heritage Harbor  
Declaration

G. Lennar Homes, Inc. ("Lennar") has agreed to cause the CDD to convey the Clubhouse to Association for no consideration. Lennar has agreed to retire all CDD bond debt it holds in connection with the Clubhouse in return for the payment by Association to Lennar of \$4,000,000 (the "Bond Payment"). The Bond Payment is to be funded by a third party loan (the "Loan") made by Kislak National Bank (the "Lender") on such terms as hereinafter set forth.

H. A portion of Heritage Harbor ("Village 17") has been platted pursuant to the Plat of Heritage Harbor Village 17 recorded in Plat Book 94 at Pages 13-1 through 13-5 of the Public Records of Hillsborough County, Florida (the "Village 17 Plat"). Currently all of the roadways in Village 17 are dedicated to the public by the Village 17 Plat. However, Declarant is negotiating with Hillsborough County, Florida (the "County") to replat, vacate or otherwise designate such roadways as private so that certain private entrance features can be installed within such roadways. If such roadways are replatted, vacated or otherwise designated as private, the County is requiring that all residents of Heritage Harbor have ingress and egress rights over the roadways in Village 17.

I. If the roadways in Village 17 are replatted, vacated or otherwise designated as private, all of the Lots in Village 17 will be solely responsible for the maintenance and reserves for such roadways; however, any entrance feature (e.g., mechanical arm) and associated operational requirements (e.g., card keys or key pad) will be a Common Expense of all of the Owners in Heritage Harbor.

J. Association has agreed to lease back to the CDD certain areas within and about the Clubhouse which are more specifically described on Exhibit D (the "CDD Portions of the Clubhouse") on such terms as hereinafter set forth.

K. In consideration of the foregoing, Declarant has agreed hereinafter to notice an Annual and Turnover Meeting of Association and to turnover control of Association to home owners on the earliest date possible (the "Turnover Date"). On the Turnover Date, the home owners other than Declarant shall elect a Board of Directors of five (5) members.

NOW, THEREFORE, Declarant, hereby declares that the real property described in the attached Exhibit A shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.

2. Termination of Prior Declaration. This Declaration shall replace entirely the Prior Declaration. This Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.

3. Definitions.

"AAA" shall mean the American Arbitration Association.

"Approved Budgets" shall mean the budgets attached hereto as Exhibit E.

"Approved Clubhouse Expenses" shall mean those categories of Clubhouse Expenses set forth in the Approved Budgets.

"Articles" shall mean the Amended and Restated Articles of Incorporation of the Heritage Harbor Golf & County Club Community Association, Inc., a Florida non-profit corporation, attached hereto as Exhibit B and made a part hereof, including any and all amendments or modifications thereof.

"Association" shall mean and refer to Heritage Harbor Golf & County Club Community Association, Inc., a Florida not for profit corporation, its successors and assigns.

"Board" shall mean the Board of Directors of Association.



**"Bond Payment"** shall have the meaning set forth in Paragraph G of the Recitals hereof.

**"Boundary Walls"** shall have the meaning set forth in Section 4.2 hereof.

**"Brightwater Entrance Facilities"** shall mean (i) all paved roadways as reflected on the Village 17 Plat including, without limitation, Tract F of such plat (the **"Brightwater Roadways"**) and (ii) all entrance features and associated mechanisms, devices and operational requirements (e.g., card keys or key pad) located within such Brightwater Roadways (collectively, the **"Brightwater Entrance Mechanisms"**). The Brightwater Entrance Facilities shall only form part of the Common Areas of Association if such areas are replatted, vacated or otherwise designated as private by Declarant and the County.

**"Brightwater Mechanisms"** shall have the meaning set forth in the definition of Brightwater Entrance Facilities.

**"Brightwater Roadways"** shall have the meaning set forth in the definition of Brightwater Entrance Facilities.

**"Bylaws"** shall mean the Amended and Restated Bylaws of Association, attached hereto as **Exhibit C** and made a part hereof, including any and all amendments or modifications thereof.

**"CDD"** shall mean the Heritage Harbor Community Development District, a local unit of special purpose government.

**"CDD Portions of the Clubhouse"** shall mean those areas specifically described on **Exhibit D** attached hereto.

**"Capital Contribution Fee"** shall have the meaning set forth in Section 8.2 hereof.

**"Club Manager"** shall have the meaning set forth in Section 12.3.1 hereof.

**"Clubhouse"** shall have the meaning set forth in Paragraph F of the Recitals hereof.

**"Clubhouse Expenses"** shall mean those portions of the Common Expenses which relate only to the Clubhouse.

**"Common Areas"** shall mean and refer to the Clubhouse and such other areas as are designated as such by the Board from time to time as Common Areas by resolution adopted at a regular meeting of the Board.

**"Common Expenses"** shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners including, without limitation, all maintenance, repair and replacement costs of the Brightwater Entrance Facilities to the extent such items are private and, therefore, Common Areas. Notwithstanding the foregoing, some of such Common Expenses will only be payable by Lots in Village 17 and Seacove Lots as hereinafter provided.

**"County"** shall have the meaning set forth in Paragraph H of the Recitals hereof.

**"Declarant"** shall mean and refer to U.S. Home Corporation, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from U.S. Home Corporation, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by U.S. Home Corporation as Declarant hereunder with regard thereto.

**"Declarant Contribution"** shall have the meaning set forth in Section 8.6 hereof.

**"Declarant's Clubhouse Guaranty"** shall have the meaning set forth in Section 12.2 hereof.

**"Declaration"** shall mean and refer to this Declaration and any amendments or modifications thereof hereafter made from time to time.

**"Design Review Board"** shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

**"Facilities Associations"** shall mean and refer to any and all associations formed to own and administer irrigation systems and facilities to provide irrigation for Heritage Harbor including those associations described on Exhibit F attached hereto. The Facilities Associations are governed by, among other things, those declarations described on Exhibit G attached hereto.

**"Fifth Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"First Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"First Mortgagee"** shall mean and refer to an institutional lender who holds a first mortgage on a Lot and who has notified Association of its holdings.

**"Fourth Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Front Yard"** shall have the meaning set forth in Section 9.2 hereof.

**"General Plan"** shall mean and refer to the General Plan of Development for Heritage Harbor on file with the Planning and Zoning Department of Hillsborough County, and as the same may be amended or modified from time to time.

**"Golf Course"** shall mean the Heritage Harbor Golf Course owned by the CDD.

**"Heritage Harbor"** shall have the meaning set forth in Paragraph A of the Recitals hereof.

**"Home"** shall mean and refer to each and every single family residential unit constructed on any Lot.

**"HUD"** shall mean the U.S. Department of Housing and Urban Development.

**"Interpretation"** Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**"Lender"** shall have the meaning set forth in Paragraph G of the Recitals hereof.

**"Lennar"** shall mean Lennar Homes, Inc., a Florida corporation.

**"Loan"** shall have the meaning set forth in Paragraph G of the Recitals hereof.

**"Lot"** shall mean and refer to the least fractional part of the subdivided lands for residential use within any duly recorded plat of any subdivision which prior to or subsequent to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified.

**"Member"** shall have the meaning set forth in Section 6.1 hereof.

**"Option Agreement"** shall have the meaning set forth in Section 12.4 hereof.

**"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Heritage Harbor, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

**"Original Declaration"** shall have the meaning set forth in Paragraph A of the Recitals hereof.

**"Parcel"** shall mean and refer to any part of Heritage Harbor other than the Common Area, Lots, Homes, streets and roads, and land owned by the CDD, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

**"Plat"** shall mean and refer to each plat of any portion of Heritage Harbor.

**"Prior Declaration"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Rear Yard Line"** shall have the meaning set forth in Section 9.2 hereof.

**"Released Parties"** shall have the meaning set forth in Section 4.8 hereof.

**"Reserve Fund"** shall have the meaning set forth in Section 8.6 hereof.

**"Rules and Regulations"** shall mean all rules and regulations adopted by the Board from time to time.

**"SWFWMD"** shall mean Southwest Florida Water Management District.

**"Surface Water Management System"** shall mean all surface water management systems, ditches, canals, lakes, and water retention ponds in Heritage Harbor.

**"Seacove Lots"** shall mean those Lots described on **Exhibit H** attached hereto.

**"Second Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Side Yard Line"** shall have the meaning set forth in Section 9.2 hereof.

**"Sixth Amendment"** shall have the meaning set forth in Paragraph B of the Recitals.

**"Street Line"** shall have the meaning set forth in Section 9.2 hereof.

**"Structure"** shall have the meaning set forth in Section 9.2 hereof.

**"Supplements"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Third Amendment"** shall have the meaning set forth in Paragraph B of the Recitals hereof.

**"Turnover Date"** shall have the meaning set forth in Paragraph K of the Recitals hereof.

**"Voting Interest"** shall have the meaning set forth in Section 6.3 hereof.

**"Voting Member"** shall have the meaning set forth in Section 6.3 hereof.

**"Village 17"** shall have the meaning set forth in Paragraph H of the Recitals hereof.

**"Well Facilities"** shall have the meaning set forth in Section 7.6 hereof.

#### 4. **Purpose.**

4.1 **Operation, Maintenance and Repair.** The purpose of Association shall be to promote the health, safety and general welfare of the Owners including, but not limited to, architectural control of the Lots within Heritage Harbor, and take such other action as Association is authorized to take with regard to Heritage Harbor pursuant to its Articles, Bylaws and this Declaration.

4.2 Boundary Walls. Declarant or the CDD may construct border walls and fences along all or part of some or all of the arterial and collector streets within Heritage Harbor or streets bounding its perimeter (collectively, the "Boundary Walls"). The Boundary Walls may be constructed either on dedicated rights of way, the Lots, or other land of owners adjacent to such rights of way, and may include a combination of berming, landscaping and vegetation or other material to provide for buffering to the extent desired by Declarant or the CDD. The CDD is responsible for maintenance, repair and replacement of Boundary Walls.

4.3 Easement for Maintenance. Declarant hereby reserves to Association and grants to the CDD, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within Heritage Harbor or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

4.4 Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the erroneous placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

4.5 Irrigation. Declarant, the CDD, Association or any Facilities Associations serving Heritage Harbor may, but shall not be obligated to install irrigation and sprinkling equipment within landscaped rights of way.

4.6 Grant of Easements for Golf Balls. Nonspecific, nonexclusive easements are hereby created for the benefit of the users of the Golf Course over all Lots, Parcels and Common Areas adjacent to the Golf Course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Parcels or Common Areas, the landing of errant golf balls upon the Lots, Parcels or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the Golf Course, the usual and common noises and other disturbances created by maintenance of the Golf Course and the playing of the game of golf, including occasional tournaments, together with all other common or usual occurrences normally associated with the existence and operation of a Golf Course. No golf carts are permitted on Lots, Parcels or Common Areas for the purposes of retrieving golf balls. Declarant, the CDD, Association and any of their successors or assigns shall not be liable for damage to individual Lot or Parcel Owner's property from errant golf balls.

4.7 Golf Course Risks. Each Owner of a Lot or Parcel, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is hereby deemed to acknowledge and accept the following inherent risks and occurrences associated with the Golf Course:

4.7.1. Maintenance on the Golf Course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset.

4.7.2. During certain periods of the year, the Golf Course will be heavily fertilized.

4.7.3. The maintenance of the Golf Course may require the use of chemicals and pesticides.

4.7.4. The Golf Course may be watered with reclaimed water.

4.7.5. Golf balls are not easily controlled and accordingly may enter an Owner's air space, strike Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property, causing personal injury and property damage.

4.7.6. The Golf Course will consist of roughs, natural areas and other Golf Course ancillary properties which will be maintained by the CDD. The level of maintenance, including the nature of mowing, pruning, trimming and other care, shall be determined solely by the CDD.

4.7.7. The Golf Course is owned by the CDD and will be made available for use by the general public on a user fee basis, such user fees to be set and adjusted from time to time by the Board of Supervisors of the CDD, in their sole discretion.

4.7.8. No Owners of Lots or Parcels adjacent to the Golf Course may create, cause to happen or permit any noise or disturbance that will interfere with the golfers or the playing of the game of golf.

4.8 General Golf Course Disclaimer Declarant, its successors and assigns, the CDD, Association, its successors and assigns, and its Members (in their capacity as Members), and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("**Released Parties**"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever including, without limitation, actions based on (i) any invasion of the Lot or Parcel Owner's use or enjoyment of the Lot or Parcel; (ii) improper design of the Golf Course, (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the Golf Course); or (iv) trespass by any golfer on the Lot or Parcel that may result from property damage or personal injury from golf balls (regardless of number) hit on the Lot, Parcel or adjacent roadways, or from the exercise by any golfer of the easements granted herein. Furthermore, each Owner of a Lot or Parcel hereby assumes the risk inherent in owning property adjacent to or nearby a Golf Course including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot or Parcel, for any personal injury or property damage

4.9 Acceptance of Merger and/or Consolidation of Facilities Associations. In the event Declarant reasonably determines the (i) the Facilities Associations should be merged with Association or (ii) the Facilities Associations should convey all property owned by such associations to the CDD, and thereafter be dissolved, Association is irrevocably bound to take all actions necessary to implement such actions at the sole cost and expense of Declarant.

4.10 Lawn Maintenance. All lawn maintenance, as hereinafter defined, on all Seacove Lots shall be the responsibility of Association. Lawn maintenance, for the purpose of this Section, shall be limited to cutting, edging, pest control and fertilizing of all sodded areas on the Seacove Lots, and weeding and mulching of landscape beds of Seacove Lots. Association shall have an easement over each Seacove Lot to accomplish the lawn maintenance referred to herein. The cost of such lawn maintenance shall be a Common Expense of all Owners of Seacove Lots and not of any other Lots. Irrigating and sprinkling shall be the responsibility of the Owner of the Seacove Lot, at such Owner's sole cost and expense.

4.11 Landscape Maintenance. The CDD shall continue to provide landscape maintenance for the Clubhouse and Brightwater Entrance Facilities notwithstanding that these facilities are Common Areas of Association.

4.12 Well Facilities. The cost of operation and maintenance of wells and other irrigation facilities and systems owned by the Facilities Associations (the "**Well Facilities**") shall be the responsibility of the CDD.

## 5. Property Rights.

5.1 Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, including the Clubhouse, which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Delegation of Use. Any Owner may delegate his or her right of enjoyment to all facilities located on Heritage Harbor to the members of his or her family, tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot. All Owners who have leased their Homes shall submit the lease to Association prior to the tenant occupying the Home and register the tenant's name with Association. The Board shall establish from time to time a registration fee for tenants. No tenant shall be permitted to use the Common Areas including, without limitation, the Clubhouse unless such tenant is registered with Association and such tenant and the Owner have signed a Clubhouse Release Form wherein the Owner relinquishes his or her rights to use the Clubhouse and the tenant agrees among other things, to abide by Association's Rules and Regulations. The Board may establish from time to time Rules and Regulations restricting the number of tenants that may reside in a Home, the minimum length of leases and the number of leases that may be entered into each year with respect to each Home.

5.3 Easements Reserved. Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of Heritage Harbor for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of Heritage Harbor and provided such easements do not interfere with any structures on Heritage Harbor. Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over Heritage Harbor, provided such lines and facilities benefit land which is or will be within Heritage Harbor and provided such easements do not interfere with any structures on Heritage Harbor.

5.4 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

5.5 Operation and Maintenance of Surface Water Management System. The CDD shall be responsible for maintenance of the Surface Water Management System. The Surface Water Management System within Heritage Harbor which is accepted by or constructed by the CDD, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the CDD, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be an expense of the CDD. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the CDD.

5.5.1.No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner, other than Declarant or the CDD in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the CDD.

5.5.2.No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, Association, the CDD, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

5.5.3.No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the CDD. No person other than Declarant or the CDD may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

5.5.4.All Surface Water Management System and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper Surface Water Management System. The cost shall be an expense of the CDD. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

5.5.5.Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Surface Water Management System or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the CDD and Declarant.

5.5.6.LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS

MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE CDD.

5.6 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change Association's responsibilities for the Surface Water Management System or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the Surface Water Management System or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Surface Water Management System is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

5.7 Brightwater Entrance Facilities. The Brightwater Entrance Facilities shall be part of the Common Areas of Association if the Brightwater Roadways are replatted, vacated or otherwise designated as private by Declarant and the County. Every Owner and resident of Heritage Harbor shall have a right of pedestrian and vehicular ingress and egress over the Brightwater Roadways whether or not such Roadways are public or private. Members of the general public will have no right to access Heritage Harbor from the Brightwater Roadways if they are Common Areas, but they will be able to exit Heritage Harbor from the Brightwater Roadways. If the Brightwater Entrance Facilities are Common Areas, Association shall provide each Owner with the device necessary for such Owner and other residents to access Heritage Harbor pursuant to Rules and Regulations adopted by the Board from time to time, which may include a charge of the actual costs of such device plus reasonable administrative overhead. If the Brightwater Entrance Features are made part of the Common Areas, Owners of Lots within Village 17 shall be solely responsible for the maintenance, repair and replacement of the Brightwater Roadways and no other Lot Owners shall be responsible for the same. If the Brightwater Roadways are private, the maintenance, repair and replacement of the Brightwater Entrance Mechanisms comprising part of the Brightwater Entrance Facilities shall be part of Common Expenses and payable by all Lots.

#### 6. Membership and Voting Rights.

6.1 Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of Association (a "Member"), subject to and bound by Association's Articles, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. Declarant shall be a Member so long as it owns one or more Lots. Notwithstanding any of the foregoing to the contrary, if one Home is built on two Lots, the Lot Owner shall have a total of two (2) votes and pay two (2) assessments for the combined Lots.

6.2 Membership Classifications. From the date that this Declaration is recorded, Association shall have one class of membership.

6.3 Voting Members. There shall be one vote appurtenant to each Lot which may be exercised by the appropriate Voting member (the "Voting Member"). For the purposes of determining the Voting Member that may exercise the voting interest (the "Voting Interest") associated with each Lot, the following rules shall govern:



**6.3.1. Lot Owned By Husband and Wife.** Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

**6.3.2. Trusts.** In the event that any trust owns a Lot, Association shall have no obligation to review the trust agreement with respect to such trust. If the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

**6.3.3. Corporations.** If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Lot.

**6.3.4. Partnerships.** If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

**6.3.5. Multiple Individuals.** If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

**6.3.6. Liability of Association.** Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

## **7. Rights and Obligations of Association.**

**7.1 Responsibilities.** Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the enforcement of these restrictions and for architectural control of the Lots. Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the performance of its other obligations hereunder. The Board may elect to undertake such additional maintenance obligations as it may deem appropriate from time to time to the extent that such maintenance is not performed by the CDD.

**7.2 Manager.** Subject to Section 12.3.1 hereof, Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems



advisable, as well as such other personnel as Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

7.3 Personal Property for Common Use. Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in Association's Articles or Bylaws. Association shall not acquire more than \$250,000 of personal property in any fiscal year without the assent of two-thirds (2/3) of the voting interests present in person or proxy at any duly called meeting at which a quorum is present. For the purpose of this Section only, the quorum must be thirty percent (30%) of the Voting Interests of Association present in person or by proxy.

7.4 Insurance. Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

7.5 Implied Rights. Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

7.6 Common Expenses. The expenses and costs incurred by Association in performing the rights, duties, and obligations set forth in this Section 7, and the cost of administration of the Facilities Associations are hereby declared to be Common Expenses and shall be paid by all Members. All expenses of Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles and the Bylaws are deemed to be and are hereby Common Expenses.

7.7 Suspension of Use Rights; Levy of Fines. Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate (or such other amounts established by the Board from time to time), against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations promulgated by Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of Association appointed by the Board of Directors who are not officers, directors, or employees of Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular and pedestrian ingress to and egress from such Owner's Lot including, but not limited to, the right to park. This Section 7.7 may be amended by the Board from time to time, without the joinder or consent of any other party, to make this Section consistent with statutory requirements as changed from time to time.

## 8. Covenant for Maintenance Assessments.

8.1 Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot within Heritage Harbor, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to Association: (1) assessments or charges and charges for Common Expenses; (2) assessments for the cost of administration of Facilities Associations (but excluding the costs of operation and maintenance of the Well Facilities; and (3) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. In addition to the foregoing, Owners of Seacove Lots shall pay an additional assessment for lawn and landscaping maintenance of each Seacove Lot, which such maintenance

shall be the responsibility of Association as set forth in Section 4.10 hereof. The Board of Association shall prepare a separate budget for the Owners of Seacove Lots annually to reflect this additional assessment. In addition to the foregoing, Owners of Village 17 Lots shall pay an additional assessment for the Brightwater Roadways if such roadways are made private, which such maintenance shall be the responsibility of Association as set forth in Section 5.7 hereof. The Board of Association shall prepare a separate budget for the Owners of Village 17 Lots annually to reflect this additional assessment.

8.1.1. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

8.1.2. Notwithstanding any of the foregoing to the contrary, if one Home is built on two Lots, the Lot Owner shall pay two (2) assessments for the combined Lots.

8.2 Capital Contribution Fee. Additionally, there shall be a capital contribution fee of Two Hundred Fifty and no/100 Dollars (\$250.00) (the "Capital Contribution Fee") which shall be paid by each Owner at the time of closing of title on their Lot, and such payment shall be paid to the CDD towards the CDD's initial investment for infrastructure costs, including, but not limited to, wells, pumping facilities and water storage systems.

8.3 Purpose of Assessments. The assessments levied by Association shall be used to promote the recreation, health, safety, and welfare of the residents of Heritage Harbor, and the carrying out of the other responsibilities and obligations of Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Heritage Harbor; the cost of labor, equipment, materials, management and supervision thereof; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

8.4 Assessments for Common Expenses. The Board of Directors may fix the annual assessments for Common Expenses. Each Lot shall be assessed monthly an equal amount for Assessments; provided, however, Seacove Lots and Village 17 Lots shall pay additional assessments as elsewhere provided herein. Heritage Harbor will ultimately contain 670 Homes. Until Declarant's Clubhouse Guaranty expires, the Approved form of Budgets for Association's fiscal years 2003, 2004 and 2005 shall be as set forth in Exhibit E attached hereto (collectively, the "Approved Budgets"). The Board shall not raise assessments more than fifteen percent (15%) in any fiscal year without the assent of two-thirds (2/3) of the voting interests present in person or proxy at any duly called meeting at which a quorum is present. For the purpose of this Section only, the quorum must be thirty percent (30%) of the Voting Interests of Association present in person or by proxy. The foregoing cap on raising assessments shall not apply to increases due to the cost of insurance, debt service of Association or to any improvements or actions that Association is required by law to make (and such items shall be excluded in calculating any increases in assessments).

8.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting interests present in person or proxy at any duly called meeting at which a quorum is present. For the purpose of this Section only, the quorum must be thirty percent (30%) of the Voting Interests of Association present in person or by proxy. Notwithstanding the foregoing, Association shall impose a special assessment without the vote of membership for any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, reasonably requested by the Lender or any other lender providing financing to Association.

8.6 Reserves. Association has elected to establish a reserve fund (the "Reserve Fund"). Declarant will fund \$85,000 into the Reserve Fund prior to Turnover Date (the "Declarant Contribution"). Monies shall only be withdrawn from the Reserve Fund for replacement of major capital improvements and then, only with Board approval. If Association desires to use monies in the Reserve Fund for any other purpose, a majority of the Voting Interests in person or proxy at any duly called Members meeting must vote to approve such withdrawal from the Reserve Fund. In addition to the foregoing, the Declarant Contribution shall only be used for replacement or repair of major capital improvements and not for general Common Expenses or other purposes.

8.7 Declarant's Common Expenses Assessment. After the Declarant's Clubhouse Guaranty expires, Declarant shall pay full assessments on all Lots that have not been conveyed to third party purchasers for residential use.

8.8 Exemption from Assessments. The assessments, charges and liens provided for or created by this Section 8 shall not apply to any other homeowner's association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or the CDD, and any property owned by a charitable or non-profit organization.

8.9 Due Dates. The Board shall fix the amount of the annual assessment for Common Expenses against each Lot not later than November 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board, annual assessments for Common Expenses shall be collected on a monthly basis. The due date for special assessments shall be as established by the Board of Directors.

8.10 Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of Association.

8.11 Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. If an Owner's regular monthly assessment is delinquent in excess of ninety (90) days, Association may suspend the Owner's voting rights until such delinquent regular assessments or accounts are paid in full. Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the recreational facilities owned by the CDD, or abandonment of his Lot. Access to the Clubhouse may be revoked until such time as the Owner's account is made current.

8.12 Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

8.13 Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to Association by this Declaration, but to be construed in its favor.

8.14 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a First

Mortgagee. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Association shall, upon written request, report to any such First Mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such First Mortgagee first shall have furnished to Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section 8.

8.15 Certificate of Amounts Due. Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of Association as to the status of assessments on a Lot shall be binding upon Association as of the date of its issuance.

8.16 Special Assessment for Maintenance Obligations of Owners. In the event an Owner fails to perform any maintenance, repair or replacement on or to his Lot or his Home required under the terms of this Declaration including, but not limited to, painting of the exterior of the Home, watering and mowing of lawns, shrubbery and other landscaping, Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 8.10 hereof. Such lien shall include not only the cost of the maintenance but also Association's attorney's fees and an administrative fee not to exceed twenty-five percent (25%) of the cost of the maintenance.

## 9. Use Restrictions.

9.1 Residential Use. All of Heritage Harbor shall be known and described as residential property and no more than one single-family Home may be constructed on any Lot, except that more than one Lot may be used for one Home, in which event, all restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 9.4 of this Section. In addition, the permanent occupancy of the Home is limited to one single-family as defined by law.

9.2 Structures. No Structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than fifteen (15) feet from a Rear Yard Line. Notwithstanding the foregoing, a swimming pool may be located five (5) feet from the rear Lot line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", "Side Yard Line", "Rear Yard Line" and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations. Above ground swimming pools are prohibited.

## 9.3 Home.

9.3.1. No one story Home constructed on a Lot, the dimensions of which are approximately 90' x 130', shall have a floor square foot area of less than two thousand seven hundred (2,700) square feet, exclusive of screened areas, open porches, terraces, patios and garages; and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than three thousand (3,000) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.2. No one story Home constructed on a Lot, the dimensions of which are approximately 75' x 115', shall have a floor square foot area of less than one thousand eight hundred (1,800) square feet, exclusive of screened areas, open porches, terraces, patios and garages; and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than two thousand (2,000) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.3.No one story Home constructed on a Lot, the dimensions of which are approximately 65' x 110', shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages; and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than two thousand (2,000) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.4.No one story Home constructed on a Lot, the dimensions of which are approximately 50' x 110', shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages, and no one and one-half story, split-level, or two or more story Home shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened areas, open porches, terraces, patios and garages.

9.3.5.All Homes shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All Homes shall have at least a one (1) car garage attached to and made part of the Home. No Home shall exceed two and one-half (2 1/2) stories nor thirty-five (35) feet in height. All Homes shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that Lot areas designated on the Plat for drainage easement purposes need not be grassed. Each Home shall have a shrubbery planting in front of the Home.

#### 9.4 Easements.

9.4.1.Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant, the CDD and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, the CDD and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant or the CDD to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant or the CDD in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, Declarant and the CDD shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

9.4.2.Declarant may designate certain areas of Heritage Harbor as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

9.4.3.Declarant, for itself and its successors and assigns and for the CDD and Association hereby reserves an easement ten (10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of Boundary Walls, privacy walls, fences and name monuments for Heritage Harbor. Declarant hereby grants the CDD a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the CDD to undertake such Boundary Walls maintenance and painting for which it is responsible. Lot Owners other than Declarant or the CDD shall not alter or modify Boundary Walls, including, without limitation, the color of such Boundary Walls.

9.4.4. Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, cable, sanitary sewer service, and irrigation and drainage in favor of all lands which abut Heritage Harbor, their present Owners and their successors and assigns. The easement set forth in this Section shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in Heritage Harbor so as to provide access to these services to said abutting lands directly from Heritage Harbor.

9.4.5. The Board shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through Heritage Harbor; provided, however, that the creation thereof does not adversely affect the use of any Lot.

9.4.6. The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or Home thereon.

9.4.7. In the event that any structure or improvement on any Lot shall encroach upon any recreational facilities or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any recreational facilities shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

9.4.8. Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any Home or recreational building originally constructed by Declarant on any portion of Heritage Harbor.

9.5 Use of Accessory Structures. Other than the Home and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in Heritage Harbor.

9.6 Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Homes for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in Heritage Harbor open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2011, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to Heritage Harbor, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

9.7 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog or cat shall allow the dog or cat to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog or cat must be on a leash and in full physical control by the Owner or the Owner's family members at all times when the dog or cat is outside of the Owner's Home. Owners are prohibited from tying, chaining or staking pets in a Home's yard. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of Heritage Harbor.

9.8 Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be



erected, constructed or maintained upon any Lot; providing, however, fences not taller than three feet (3') may be permitted when there is a water body between the Property line and the Golf Course. In addition, the Design Review Board may permit fences and hedges on a Lot that is partially abutting the Golf Course (e.g., a Lot abutting a cart path). Fences, walls or hedges may be approved on non-Golf Course lots at the sole discretion of the Design Review Board as provided for in the standards adopted by the Design Review Board. All fences must be PVC material or such other material approved by the Design Review Board from time to time.

9.9 Vehicles. No motor vehicles shall be parked on Heritage Harbor except on a paved or concrete driveway or in a garage. Overnight parking of any type of vehicle on the streets within Heritage Harbor or in the Clubhouse parking areas is expressly prohibited. Temporary parking of vehicles on the street in front of the home is limited to a maximum of four hours at any one time. Vehicles may not block or be parked on sidewalks on the Lots or within Heritage Harbor. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on Heritage Harbor unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view; provided, however, upon prior notice to Association, any of the foregoing may be parked in a Home driveway for loading, unloading, cleaning or prior to transportation to an off-site facility for no more than 24 hours.

9.10 Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

9.11 Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from the Golf Course, any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Home Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Home Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

9.12 Antennas, Aerials and Satellite Dishes. No television, radio, or other electronic towers, aerials, antenna, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antenna specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. Association shall be empowered to adopt rules governing the types of antenna that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antenna. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Home and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

9.13 Street Lighting. Street lighting will be within the CDD pursuant to which street lighting service is to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

9.14 Lot and Home Upkeep.

9.14.1. All Owners of Lots with completed Homes thereon shall, as a minimum, have the grass regularly cut, edged, weeded, shrubbery and trees trimmed and all trash and debris removed. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith and an administrative fee of \$50 or such other fee set by the Board from time to time. The Owner of each Lot shall maintain the Home located thereon in good repair, including, but not limited to the removal of exterior dirt, mold and mildew, the exterior painting, maintenance and cleanliness of the roof, gutters,

downspouts, windows, doors, driveways, sidewalks, mailbox, mailbox post and mailbox light. The mailbox light shall have only a white light installed in the fixture with the exception of the holidays (December 1<sup>st</sup> – January 15<sup>th</sup>).

9.14.2. In the event an Owner fails to perform any maintenance, repair or replacement required under the terms of this Declaration, Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be secured by a lien against such Lot, as provided in Section 8.10 of this Declaration. Such lien shall include not only the cost of the maintenance but also Association's attorney's fees and an administrative fee not to exceed twenty-five percent (25%) of the cost of the maintenance.

9.15 Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Home; provided, however, an Owner may install protective window coatings that keeps items from breaking through glass.

#### 9.16 Signs.

9.16.1. No sign, billboard or advertising of any kind shall be displayed to public view on any of Heritage Harbor without the prior written approval of the Design Review Board, provided, however, an Owner may place one (1) house number and address placard, not to exceed twelve (12) inches in width and four (4) inches in height, one (1) security alarm sign, in the landscape bed in front of the home closest to the front door, not to exceed one (1) foot square on such Owner's Lot and one (1) security alarm sign, in the back of the home, not to exceed one (1) foot square on such Owner's Lot. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground.

9.16.2. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. All Owners of Homes in Heritage Harbor shall use the approved sign layout and contractor as approved by the Board. In no event shall more than one (1) "For Sale" or "For Rent" sign ever be placed on any Lot.

9.16.3. Notwithstanding the foregoing provisions, Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon Heritage Harbor such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of Heritage Harbor.

9.16.4. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of Heritage Harbor shall be permitted.

9.17 Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in Heritage Harbor, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

9.17.1. With the express written consent of Association.

9.17.2. If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact Association for their approval.

9.17.3. Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.



9.17.4. It is the express intention of this Section 9.17 that the trees existing on Heritage Harbor at the time of the recording of this Declaration, and those permitted to grow on Heritage Harbor after said time, be preserved and maintained as best as possible in their natural state and condition. All street trees will have a canopy maintained at a minimum of eight feet (8'). Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

9.18 Wells. No wells may be drilled or maintained by an Owner other than Declarant or a Facilities Association or its successors or assigns on any Lot or Common Area.

9.19 Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, so long as Declarant owns a Lot within Heritage Harbor to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Section 9 without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Homes, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

#### 10. Architectural Control.

10.1 Members of Design Review Board. The Design Review Board shall consist of not less than three (3) members, but not more than nine (9) members at any one time as determined by the Board. Each member of the Design Review Board shall be appointed by the Board and shall hold office for a period of one (1) year or until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board shall have the right to appoint and remove all members of the Design Review Board.

10.2 Purpose and Function of Design Review Board. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within Heritage Harbor a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all properties within Heritage Harbor. Neither the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon Heritage Harbor to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Standards for Heritage Harbor or this Declaration.

10.3 All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of Heritage Harbor, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any properties within Heritage Harbor except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

10.4 Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its

entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Heritage Harbor community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any improvement on Heritage Harbor which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for Heritage Harbor.

10.5 Procedure for Design Review. The Design Review Board shall develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through Association, at a reasonable charge, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Section 10, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, and members of the Design Review Board. The Design Review Fee is Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

10.6 Time Limitation on Review. The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within forty-five (45) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The failure of the Design Review Board to either approve or disapprove the same within such forty-five (45) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration. Any disapproval may be appealed to the Board of Association for a final determination.

10.7 Duration of Approval. Any approval of plans, specifications and other materials, whether by the Design Review Board or by Declarant or the Board of Directors of Association following appeal, shall be effective for a period of one hundred and eighty days (180) for exterior modifications other than new home construction from the effective date of such approval. Upon appeal to the Board this time limit maybe extended. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one hundred and eighty days (180) period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

10.8 Inspection of Construction. Any member of the Design Review Board or any officer, director, employee or agent of Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any properties within Heritage Harbor and any building, structure or other improvement located thereon, in order to inspect any building, structure or other improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

10.9 Evidence of Compliance. Upon a request therefor from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct

Association through its President, Secretary or other officer of Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected improvements with the provisions of this Section 10 as of the date of such inspection.

10.10 Interior Alterations Exempt. Nothing contained in this Section 10 shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on any portion of Heritage Harbor after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

10.11 Declarant Exempt. Declarant shall be exempt from compliance with the provisions of this Section 10.

10.12 Exculpation for Approval or Disapproval of Plans. Declarant, any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Section 10, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Section 10, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or she shall not be entitled to and shall not bring any action, proceeding or suit against Declarant, the Design Review Board, Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board or the Board on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration, and shall not be reviewed or approved for their compliance with any applicable governmental regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither Declarant, the Design Review Board, Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of governmental regulations or any defect in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Section.

## 11. General Plan Of Declarant.

11.1 Deed Restrictions. In addition to this Declaration, Declarant may record for parts of Heritage Harbor additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of Heritage Harbor in accordance with Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of Heritage Harbor is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 11.1 shall require Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of Heritage Harbor.

11.2 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs,

successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the public records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This section may not be amended.

11.3 Enforcement. Association, Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 11.1. Failure of Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

11.4 Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

11.5 Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida, by:

11.5.1.A vote of two-thirds (2/3) of the Voting Interests of Association present in person or proxy at a meeting called for such purpose; or

11.5.2.An instrument signed by Owners holding two-thirds (2/3) of the Voting Interests of Association.

11.5.3.Until the Turnover Date, by Declarant unilaterally however Declarant will not make any amendments other than necessary to correct errors or to implement issues of clarification.

11.5.4.The Board shall have the authority to unilaterally amend this Declaration to make any changes required by the County regarding the Brightwater Facilities.

11.6 Declarant Protection. Notwithstanding anything herein to the contrary, so long as Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of Declarant under this Declaration. Any amendment to this Declaration which would affect any Surface Water Management System located within Heritage Harbor must have the prior approval of SWFWMD; such approval need not be recorded.

11.7 Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in such committee, except in the event aforesaid.

11.8 General Plan of Development. Declarant has heretofore submitted to the Hillsborough County Planning and Zoning Department a plan of development (the "General Plan") for the land which may become subject to this Declaration and the Golf Course owned by the CDD, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; and the general nature of any proposed recreational facilities and improvements, if any.

11.9 Mergers. Upon a merger or consolidation of Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation, or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of Association or the CDD as the surviving corporation pursuant to a merger. The surviving or consolidated corporation or the CDD may administer the covenants and restrictions established by this Declaration within Heritage Harbor together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within Heritage Harbor. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the Voting Interests of Association present in person or by proxy at a meeting of Members called for such purpose and the CDD, if applicable.

11.10 Expansion or Modification of Common Areas. Additions or modifications to the Common Areas may be made if not inconsistent with the General Plan and any amendments thereto. Neither Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans. If Declarant determines, subject to any governmental requirements, that it is in the best interest of the development for any Common Area (other than the Clubhouse) to be owned by the CDD rather than Association, then such Common Area shall cease to be Common Area, even if such Common Area has been conveyed to Association pursuant to this Declaration, and shall thereafter be CDD property and Association shall make such conveyance to the CDD.

11.11 Golf Course Property. THE GOLF COURSE PROPERTY IS SEPARATE AND APART FROM THE RESIDENTIAL DEVELOPMENT AND USES WITHIN HERITAGE HARBOR AND OWNERSHIP AND/OR RESIDENCY WITHIN HERITAGE HARBOR DOES NOT GRANT OR CONVEY UPON THOSE OWNERS OR OCCUPANTS WITHIN HERITAGE HARBOR ANY SPECIAL PRIVILEGES OR USE RIGHTS IN THE GOLF COURSE.

11.12 Mediation and Arbitration of Disputes. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among Declarant, Association, the Board, any committee of Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles or Bylaws of Association; (b) those regarding any of the Rules and Regulations, the Standards adopted by the Design Review Board, resolutions, decisions, or rulings of Association, the Board, or any of Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

11.12.1. The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or

other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

11.12.2. Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by Association, the Board or any of Association's committees; and (b) actions by Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles or Bylaws of Association, and all Rules and Regulations, the Standards adopted by the Design Review Board, resolutions, decisions, or rulings of Association, the Board, or any of Association's committees.

## 12. The Clubhouse.

12.1 Conveyance of Clubhouse. Declarant and Lennar shall cause the CDD to convey the Clubhouse to Association prior to the Turnover Date. Thereafter and prior to the Turnover Date, Association shall make the Bond Payment to Lennar by virtue of a \$4,000,000 Loan from the Lender. The Loan has a 22 year term and adjustable interest rate.

12.2 Declarant's Clubhouse Guaranty. Declarant guarantees the following (the "Declarant's Clubhouse Guaranty"): So long as Association adopts the Approved Budgets with no increase or decrease of more than five percent (5%) of each line item set forth therein, Declarant guarantees that Declarant shall fund the difference monthly between (i) actual Club Expenses and (ii) assessment and other revenue of Association for fiscal years 2003, 2004 and 2005. Notwithstanding the foregoing, if Association desires to increase any line item more than five percent (5%), Association may request that Declarant approve any such change, which approval shall not be unreasonably withheld. If Declarant approves the change, Declarant's Clubhouse Guaranty shall apply to such increase. Association shall not decrease any line item by more than five percent (5%) without Declarant's approval, which shall not be unreasonably withheld. Any new line items may be added at Association's discretion or line items may be increased more than five percent (5%) without Declarant's consent; provided, however, Owners must be assessed for such amounts as Declarant's Clubhouse Guaranty shall not apply to new line items or increases above five percent (5%) without approval. If the Approved Budgets are adopted by Association in 2004 and 2005 without any changes, the effect of Developer's Clubhouse Guaranty is that additional Clubhouse Expenses will be \$25 per month in calendar year 2004 and \$35 per month in calendar year 2005. Other Clubhouse Expenses and reserves will be capped at \$50 per month through 2005. The foregoing caps do not apply to purchasers of Homes from Declarant who signed or will sign their purchase agreements after June 1, 2003 (such purchasers must pay the full \$95 of Clubhouse Expenses per Home upon closing through 2005). In 2006 it is anticipated that Clubhouse Expenses for all Homes will be \$95 a month, subject to the right of Association to make adjustments it deems necessary.

## 12.3 Special Restrictions.

12.3.1. The clubhouse and recreational facilities will be operated and managed by a professional manager (the "Club Manager") approved by both Declarant and Association through December 31, 2005. Both parties shall not unreasonably withhold approval of the Club Manager.

12.3.2. Simultaneously hereto, Association has leased the CDD Portions of the Clubhouse to the CDD for \$1 per year pursuant to the lease attached as Exhibit I.

12.3.3. Declarant shall continue to have the right to (i) access the Clubhouse for marketing purposes and (ii) conduct any sales activities that Declarant deems necessary until all Lots in the Heritage Harbor have been developed with Homes and transferred to Owners. By way of example, Declarant may be bringing prospective purchasers to the Clubhouse. Declarant's marketing and sales activities shall not unreasonably interfere with the use of the Clubhouse by residents of Heritage Harbor; it being understood that Declarant's current marketing and sales activities relative to the Clubhouse are acceptable to all concerned.



12.4 Golf Membership Option. The Clubhouse is subject to that certain Golf Membership Option Agreement (the "Option Agreement") recorded in Official Records Book 8514 at Page 714 of the Public Records of Hillsborough County. The Board shall have the absolute right to amend this Declaration to address or resolve any issue respecting the Option Agreement without the consent or approval of any party. Notwithstanding the foregoing, during the period the Declarant's Clubhouse Guaranty is in place, such amendments shall not be made without Declarant's approval, which shall not be unreasonably withheld.

12.5 Outside Membership. The Board, in its sole discretion, may allow persons who are not Members to use the Clubhouse upon payment of such fees and upon such terms as the Board may establish from time to time.

12.6 Unreasonable Withholding. For the purposes of this Section 12, Declarant shall not be deemed to be unreasonably withholding its consent if.

12.6.1. The item to be approved will in Declarant's determination reduce the appearance or quality of operations of the Clubhouse, or

12.6.2. The item to be approved creates a new facility, fixture, or service respecting the Clubhouse not currently in existence.

12.7 Declarant Operations. Declarant has agreed to turnover the association earlier than anticipated. Association irrevocably agrees that it shall not take any action which unreasonably impedes Declarant's ability to complete the sale of all Homes within Heritage Harbor. Declarant and its agents, subcontractors and employees shall continue to have unfettered access to Heritage Harbor for all construction and development purposes, Declarant shall continue to take prospective purchasers throughout Heritage Harbor and operate its sales office and conduct other marketing efforts. All concerned agree that Declarant shall be able to continue its current construction schedule and activities without interruption.

12.8 Limitations on Amendments. This Section 12 cannot be amended without Declarant's and Lender's (until the Loan is satisfied) consent, which may be withheld for any reason.

IN WITNESS WHEREOF, the undersigned, being Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 12<sup>th</sup> day of July, 2003

WITNESSES:

DECLARANT:

U.S. HOME CORPORATION,  
a Delaware corporation

[Signature]  
Print Name: JOANN B KUP

By:

[Signature]  
Print Name: DOYLE D. BUDLEY  
Title: VICE PRESIDENT

[Signature]  
Print Name: BETTY D. VALCINI

(CORPORATE SEAL)

[Notary on the following page]

STATE OF FLORIDA                    )  
   )   SS.:  
 COUNTY OF Hillsborough        )

The foregoing instrument was acknowledged before me this 2nd day of July, 2003, by Debbie D. Dubley as Vice President of U.S. HOME CORPORATION, a Delaware corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida  
 at Large

Print  
 Name

Jo Ann Byrum  
 JO ANN BYRUM





**EXHIBIT A**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 4, S89°17'29"E, A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY LINE S00°38'08"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE SOUTHERLY BOUNDARY LINE OF A PROPOSED 100.00 FOOT WIDE EASEMENT; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE WITH THE FOLLOWING FIVE (5) COURSES (1) S89°17'29"E, A DISTANCE OF 1961.48 FEET TO THE BEGINNING OF A CURVE; (2) THENCE 239.24 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 34°16'05", A CHORD BEARING OF S72°09'26"E AND A CHORD DISTANCE OF 235.69 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE 290.15 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 33°14'55", A CHORD BEARING OF S71°38'52"E AND A CHORD DISTANCE OF 286.10 FEET TO A POINT OF COMPOUND CURVATURE; (4) THENCE 387.01 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 20°55'08", A CHORD BEARING OF N81°16'07"E AND A CHORD DISTANCE OF 384.87 FEET TO A POINT OF REVERSE CURVATURE; (5) THENCE 171.19 FEET ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 10°46'43", A CHORD BEARING OF N76°11'54"E AND A CHORD DISTANCE OF 170.94 FEET TO THE CURVE'S END; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE S00°42'31"W, A DISTANCE OF 602.46 FEET; THENCE S89°17'29"E, A DISTANCE OF 561.57 FEET; THENCE S22°32'11"E, A DISTANCE OF 1765.67 FEET; THENCE S25°17'23"W, A DISTANCE OF 710.61 FEET; THENCE N79°02'49"E, A DISTANCE OF 241.23 FEET TO THE BEGINNING OF A CURVE; THENCE 333.96 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 57°58'59", A CHORD BEARING OF N50°03'20"E AND A CHORD DISTANCE OF 319.89 FEET TO THE CURVE'S END; THENCE N21°03'50"E, A DISTANCE OF 329.27 FEET; THENCE S68°56'10"E, A DISTANCE OF 224.29 FEET; THENCE S22°35'12"E, A DISTANCE OF 795.52 FEET; THENCE S43°20'11"E, A DISTANCE OF 507.44 FEET; THENCE S58°09'31"E, A DISTANCE OF 354.88 FEET; THENCE S53°39'02"W, A DISTANCE OF 388.90 FEET; THENCE N75°15'06"W, A DISTANCE OF 102.66 FEET; THENCE N56°23'06"W, A DISTANCE OF 864.46 FEET; THENCE N21°53'29"W, A DISTANCE OF 250.00 FEET; THENCE S77°38'34"W, A DISTANCE OF 281.32 FEET; THENCE S29°11'18"W, A DISTANCE OF 259.15 FEET; THENCE N61°58'17"W, A DISTANCE OF 165.63 FEET; THENCE N76°18'07"W, A DISTANCE OF 94.38 FEET; THENCE S82°11'43"W, A DISTANCE OF 138.52 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 11.31 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 480.45 FEET, A CENTRAL ANGLE OF 01°20'57", A CHORD BEARING OF N08°59'10"W AND A CHORD DISTANCE OF 11.31 FEET TO THE CURVE'S END; THENCE S32°19'32"W, A DISTANCE OF 157.09 FEET; THENCE S13°17'00"W, A DISTANCE OF 1088.77 FEET; THENCE S04°02'26"W, A DISTANCE OF 238.23 FEET; THENCE N57°38'39"E, A DISTANCE OF 815.61 FEET; THENCE S56°19'40"E, A DISTANCE OF 884.02 FEET; THENCE S36°40'28"W, A DISTANCE OF 252.67 FEET; THENCE S62°00'02"E, A DISTANCE OF 641.08 FEET; THENCE S08°26'25"W, A DISTANCE OF 437.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LUTZ - LAKE FERN ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N81°34'05"W, A DISTANCE OF 2209.05 FEET TO THE BEGINNING OF A CURVE; THENCE 762.88 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1812.98 FEET, A CENTRAL ANGLE OF 24°06'34", A CHORD BEARING OF S86°22'38"W AND A CHORD DISTANCE OF 757.27 FEET TO THE CURVE'S END; THENCE S74°19'21"W, A DISTANCE OF 2049.79 FEET TO THE BEGINNING OF A CURVE; THENCE 272.26 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1859.90 FEET, A CENTRAL ANGLE OF 08°23'14", A CHORD BEARING OF S78°30'59"W AND A CHORD DISTANCE OF 272.02 FEET TO THE CURVE'S END, SAID POINT BEING LOCATED ON THE EAST BOUNDARY LINE OF THE WEST 300.00 FEET OF AFOREMENTIONED SECTION 9; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID EAST BOUNDARY LINE N00°20'22"E, A DISTANCE OF 940.05 FEET TO A POINT BEING LOCATED ON THE NORTH BOUNDARY LINE OF SAID SECTION 9; THENCE N00°38'08"E, ALONG THE EAST BOUNDARY LINE OF THE WEST 300.00 FEET OF THE AFOREMENTIONED SECTION 4, A DISTANCE OF 5282.83 FEET TO THE POINT OF BEGINNING.

WHICH INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 1A, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 46 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 1B, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 2A AND 3A, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 94 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 2C, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 91 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - PHASE 3C, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 49 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - VILLAGES 6 AND 11, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 88, PAGE 68 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR - VILLAGE 7, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 71, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR VILLAGE 8 SOUTH, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 14, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR VILLAGE 8 NORTH, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 15, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

WHICH ALSO INCLUDES:

ALL OF THE PLAT OF HERITAGE HARBOR VILLAGE 17, PER MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 13, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

# EXHIBIT 16

**Site Masters of Florida, LLC**  
5551 Bloomfield Blvd.  
Lakeland, FL 33810  
Phone: (813) 917-9567  
Email: tim.sitemastersofflorida@yahoo.com

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**CHANGE ORDER**

**Heritage Harbor CDD**

**Capital Improvement Project - Concrete Path**

**Sanitary Sewer Cleanouts**

**4/28/2020**

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**Modify two existing 6" sanitary sewer cleanouts which currently exist in grass area within limits of proposed relocation of concrete path.**

- existing cleanouts have PVC cap fittings
- existing cleanouts are 1' lower than proposed new path
- cleanout risers will be extended to new concrete path grade
- cleanout cap fittings will be replaced with metal components to withstand vehicular traffic

**TOTAL      \$400**

*Patricia Taylor*