

***HERITAGE HARBOR  
COMMUNITY DEVELOPMENT DISTRICT***

***Agenda Package***

***Regular Meeting***

***Tuesday  
April 23, 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

[X] 250 International Parkway, Suite 280  
Lake Mary FL 32746  
(321) 263-0132 Ext. 4205

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

April 21, 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 **Tuesday, April 23, 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, April 23<sup>rd</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, April 23<sup>rd</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://zoom.us/j/187373208?pwd=TUR1R1hKaFV5ZCt0WVgxQTd4Nnk1dz09>

**Meeting ID:** 187 373 208

**Password:** 873504

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

Dial by your location – Follow the Prompts – Meeting ID – **187 373 208** – 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, April 23, 2020

Time: 6:30 PM

Location: Zoom – Conference Call – Audio  
Only

Dial-in Number: *To Be Distributed*

### ***Agenda***

**I. Roll Call**

**II. Audience Comments**

**III. Landscape & Pond Maintenance**

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

**IV. Operations**

A. Golf Course Report Exhibit 2

B. DPFG Operations Report – March 2020 Exhibit 3

**V. Administrative**

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

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

**VI. Business Matters**

A. Presentation of Pot Hole Fix Exhibit 6

B. Hillsborough County Sheriff Security Analysis Exhibit 7

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

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

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

F. Consideration of Greenview Landscaping Proposals Exhibit 11

➤ Flower Installation Approval - \$5,270.00

➤ Blue Water Monument - \$460.00

➤ Landscape Proposals - \$800.00



**VI. Business Matters (continued)**

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

H. Consideration of Envera Proposals Exhibit 13

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

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

**VII. Consent Agenda**

A. Ratification of Greenview Landscaping Proposals Exhibit 14

➤ Irrigation Repair Proposal - \$232.00

➤ Main Line Link Repair - \$326.00

**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

April 2, 2020

ATTENDING:

PAUL WOODS – OLM, INC.

**SCORE: 95%**

**NEXT INSPECTION  
MAY 7<sup>TH</sup>, 2020 AT 10:30 AM**

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## CATEGORY I: MAINTENANCE CARRYOVER ITEMS

NONE

## CATEGORY II: MAINTENANCE ITEMS

### ENTRANCE

1. Throughout the security parking spots: Continue to remove Oak leaves matted in right of way turf areas.

### PARKWAY

2. 19000 Block: Fully remove accumulation of leaves in the center islands.
3. To the south of the lift station south of Brightwater entrance: Remove deadwood from the sidewalk area Wax Myrtles.
4. Redistribute bed mulch when blown by mower / blower activity coving bare soil.
5. North Sea Mist Lane / Parkway intersection: Parkway Identify the cause of the leak in the berm.
6. Bluewater entrance: Improve fertility in Loropetalum.
7. Bluewater monument sign: Consider using deer repellent to reduce damage to the Confederate Jasmine or change to less prone plant (I.e. Blue Daze)

### HARBOR TOWNE

8. Along the entrance drive: Improve vigor in Loropetalum with improved fertility.
9. Along the parking lot perimeters: Remove trash from wood line.
10. Pool entrance below the HH lettering: I recommend a rejuvenational pruning of Nandina, reducing plants by 50% at staggered heights.
11. Tennis court parking lot: Prune the lowest scaffold of Oak limbs on the south side of the center median island across from the well, so they are not damaged by service vehicles.
12. Around the pool perimeter: Rake down fire ant mounds after insects have been eradicated.

13. Throughout tree wells: Redistribute bed mulch when blown by mow / blower activity.

#### COMMONS

14. Harbor Links golf cart crossing in the 4300 Block: Prune back the wood line overgrowth, including Brazilian Peppers and Wax Myrtles extending over mowable areas.
15. 4300 Block of Waterford Landing: Prune back sidewalk overgrowth at the golf course.

#### ENTRANCE

16. On the exit side sidewalk at the gate: Prune back Ruellia obstructing the lamps.
17. Control bed weeds in the Oleander plantings.
18. Waterfall area: Detail White Bird of Paradise.
19. Along the seas wall at waterfall monument sign: Lightly shear the Confederate Jasmine after the bloom cycle is complete.

#### LUTZ LAKE FERN ROAD

20. As condition dry prune wood line swell areas with brush blades or heavy line trimmers.
21. Near Cypress Glen intersection: Shear back over hanging Wax Myrtles to promote improved screening.
22. At the Cypress Glen monument sign: Lightly hand prune Jatropha to maintain a symmetrical appearance.

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

1. Bluewater entrance: Provide a price to replace animal damaged Jasmine with Blue Daze. Blue Daze does not appear to be prone to animal browse.
2. Pool entrance: Provide a price to install supplemental Nandina.

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

1. The Contractor reports electrical service to the irrigation controller at the north end of the parkway is offline due to the meter being disused. We recommend the utility be notified to restart the meter, so the automatic irrigation controller is powered.

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

NONE

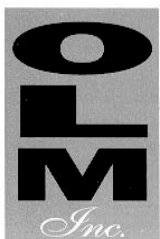
cc: Patricia Comings-Thibault [patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com)  
Ray Lotito [Raymond.Lotito@dpfg.com](mailto:Raymond.Lotito@dpfg.com)  
Ray Leonard [rleonard@greenacre.com](mailto:rleonard@greenacre.com)  
Larry Rhum [debs@greenviewfl.com](mailto:debs@greenviewfl.com)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

# HERITAGE HARBOUR CDD

## MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5	2	Loropetalum
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10		
CLEANLINESS	10	5	Rake out areas of matted leaf build up along r.o.w. Sidewalk areas.
MULCHING	5	1	Redistribute in tree well areas
WATER/IRRIGATION MANAGEMENT	15		Leak 19300 Bem area south bound land
CARRYOVERS	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
<b>MAXIMUM VALUE</b>	<b>145</b>		



Date: 4-2-20 \_\_Score: 95 Performance Payment™ % 100\_\_

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

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

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

# EXHIBIT 2

John Panno  
1451 Stetson Drive  
Wesley Chapel, FL 33543

Date: April 23, 2020

To: CDD Board

Re: Golf Course Review March

Dear CDD Board,

Our numbers for March were slightly up in both rounds and revenue from last year. We started to see the impact on our groups and tournaments from the virus around the third week of March. All of our winter groups from up north quit playing and we got our first cancelled tournament that was scheduled on March 24<sup>th</sup>.

We have been giving out individual golf carts unless they live in the same household which puts pressure on the revenue side as we run out of carts quickly and have to block the tee sheet. With that saying we are managing the tee sheet very well in these uncertain times, blocking tee times in our lower rate hours and maximizing on our higher rate hours.

Going forward we are really at a wait and see basically like the rest of the country, we have lost all of our golf tournaments that were booked from March thru June which was a total of seven. I did receive the 2020 Steinbrenner Boys and Girls golf schedule for the upcoming season this week, I was on a call with the girls coach who said its and wait and see if they will be allowed to play or not and a decision will not come for another couple of months.

As always thanks for your time and support

Sincerely,



John Panno



<b>Date</b>	<b>Rounds</b>
Sun 3-1-20	155
Mon 3-2-20	117
Tue 3-3-20	129
Wed 3-4-20	106
Thu 3-5-20	136
Fri 3-6-20	149
Sat 3-7-20	131
Sun 3-8-20	141
Mon 3-9-20	103
Tue 3-10-20	123
Wed 3-11-20	112
Thu 3-12-20	108
Fri 3-13-20	120
Sat 3-14-20	160
Sun 3-15-20	153
Mon 3-16-20	115
Tue 3-17-20	106
Wed 3-18-20	125
Thu 3-19-20	100
Fri 3-20-20	130
Sat 3-21-20	154
Sun 3-22-20	136
Mon 3-23-20	98
Tue 3-24-20	77
Wed 3-25-20	88
Thu 3-26-20	119
Fri 3-27-20	147
Sat 3-28-20	175
Sun 3-29-20	159
Mon 3-30-20	66
Tue 3-31-20	95
<b>TOTALS</b>	<b>3833</b>

# EXHIBIT 3

# HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT



Operations Report – April 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.
- Proposal Received From Envera To Replace The LED Strip
- No New Complaints From Residents That Their “Clickers” Do Not Work
- Investigating Gate Strike By Resident that Damaged Visitor Gate

### ➤ **Entrance Monuments**

- No Issues To Report

### ➤ **Fountains**

- No Issues To Report

### ➤ **Common Areas**

- Responded To A Request To Service “The Field” For Ants





# STATUS UPDATE

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- Managed Two Emergency Irrigation Repairs
- Gate Issues –
  - The Gate or the Resident Struck A Residents Windshield... Video obtained from Envera. Need to review at face to face meeting.
  - Resident Only Know By The Name Of Larry Called Concerning Issue Concerning Striking Of Gates. Complained Gates Come Down Too Soon. Resident Tailgated.
- Golf Course Cart Path Repair Progress – Finalizing Cart Path Routing Details W/ Contractor and Golf Course Staff
- Pole Barn Permit Received - Structure Installed - Inspected And Approved By Hillsborough Co.
- Plants And Flowers Proposal Received From Greenview Landscaping
- Telephone Issue W/ Restaurant – CDD Received a Restaurant Request to Terminate HOA Contract for Phone Service With Current Provider Immediately. CDD Has Suggested That The Restaurant Have A Separate Independent Line That Only The Restaurant Answer To Alleviate Future Disputes.

# EXHIBIT 4

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, February 27, 2020 at 6:30 p.m. at Heritage Harbor  
6 Clubhouse, 19502 Heritage Harbor Parkway, Lutz, Florida 33558.

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

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

9 Present and constituting a quorum were:

10 David Penzer	Board Supervisor, Chairman
11 Russ Rossi	Board Supervisor, Vice Chairman
12 Patrick Giambelluca	Board Supervisor, Assistant Secretary

13 Also present were:

14 Patricia Thibault	District Manager, DPFG Management & Consulting, LLC.
15 Ray Lotito	District Manager, DPFG Management & Consulting, LLC.
16 Tracy Robin	District Counsel, Straley Robin Vericker
17 Tonja Stewart	District Engineer, Stantec
18 John Panno	Heritage Harbor Golf Pro Shop

19 *The following is a summary of the discussions and actions taken at the February 27, 2020 Heritage*  
20 *Harbor CDD Board of Supervisors Regular Meeting.*

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

22 An audience member raised a comment regarding a dog park for the community, noting concerns  
23 about the need for, and costs associated with, a camera and a liability rider. Discussion ensued.

24 A resident asked about potential ways to fund the fence, suggesting donations and fundraisers.

25 A resident asked for updates on the golf course graffiti issue, and Mr. Lotito stated that no  
26 updates had been received from the Sheriff, but that no further incidents had been reported.

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

28 A. Exhibit 1: Greenview Landscape as Inspected by OLM – February 6, 2020 – 97.5%

29 **FOURTH ORDER OF BUSINESS – Operations**

30 A. Golf Course Report

31 B. Exhibit 2: DPFG Operations Report – January 2020

32 Mr. Lotito informed the Board of a number of incidents where vehicles struck the gates and the  
33 camera post, and requested Board consensus to relocate the camera post. The Board opted by  
34 consensus for the location proposed by Envera.

35 Mr. Giambelluca asked about timings for when gates were scheduled to be up each day.  
36 Following discussion, Mr. Giambelluca directed Mr. Robin to bring back records regarding gate  
37 patterns.

38 **FIFTH ORDER OF BUSINESS – Administrative**

39 A. Exhibit 3: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
40 Meeting Held January 23, 2020

On a MOTION by Mr. Giambelluca, SECONDED by Mr. Penzer, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting Held January 23, 2020 for the Heritage Harbor Community Development District.

B. Exhibit 4: Consideration for Acceptance – The January 2020 Unaudited Financial Report

Ms. Thibault noted that the net income for golf activity was at \$32,938.00, before depreciation. Ms. Thibault also noted that golf activity was up 20 rounds compared to FY2019.

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

**SIXTH ORDER OF BUSINESS – Business Matters**

A. Exhibit 5: Consideration & Adoption of **Resolution 2020-03**, General Election for November 2020

Ms. Thibault noted that the seats up for election were Seats #1 (Ms. Grandon), #2 (Mr. Giambelluca), and #3 (Mr. Swigart).

On a MOTION by Mr. Giambelluca, SECONDED by Mr. Penzer, WITH ALL IN FAVOR, the Board adopted **Resolution 2020-03**, Setting the General Election for November 2020, for the Heritage Harbor Community Development District.

B. Exhibit 6: Consideration of Site Masters of Florida Concrete Path Modification Proposal - \$8,400.00

On a MOTION by Mr. Penzer, SECONDED by Mr. Giambelluca, WITH ALL IN FAVOR, the Board approved the Site Masters of Florida Concrete Path Modification, on the condition that it is performed as a capital project, in the amount of \$8,400.00, for the Heritage Harbor Community Development District.

**SEVENTH ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 7: Ratification of Greenview Landscaping Irrigation Proposal - \$254.00

Mr. Lotito noted that the expense was an emergency repair due to a main line break along Heritage Harbor Parkway.

On a MOTION by Mr. Penzer, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board approved the ratification of the Greenview Landscaping Irrigation Proposal, in the amount of \$254.00, for the Heritage Harbor Community Development District.

**EIGHTH ORDER OF BUSINESS – Staff Reports**

A. District Manager

Ms. Thibault and Mr. Lotito noted that a proposal from Bridging Solutions had been received in the amount of \$4,800.00, for the evaluation of all golf course bridges' structural integrity. The Board questioned whether inspections were a requirement prior to replacement, and whether all bridges needed inspections. The Board directed Mr. Lotito to bring back additional bids.

B. District Counsel

Mr. Robin advised that the Stonebrier HOA was in possession of a conveyed parcel at the end of Heritage Harbor Parkway, to be assessed at \$315.00, with an outstanding tax bill from the



79 previous year, and was asking whether the District wanted ownership. Mr. Robin noted that  
80 advantages of this included owning the buffer area, and preventing the construction of a road  
81 cutting through. Mr. Rossi advised that Stonebrier should be responsible for resolving the  
82 outstanding tax bill.

83 On a MOTION by Mr. Penzer, SECONDED by Mr. Giambelluca, WITH ALL IN FAVOR, the  
84 Board approved for the District Counsel to begin preliminary negotiations with the Stonebrier HOA  
85 regarding the piece of land, for the Heritage Harbor Community Development District.

86 C. District Engineer

87 Mr. Lotito noted that the permit for the Boulevard was forthcoming.

88 The Board discussed with Mr. Robin regarding irrigation.

89 **NINTH ORDER OF BUSINESS – Supervisors Requests**

90 Mr. Giambelluca noted that a roadside dead opossum had been reported and dealt with earlier in  
91 the month. Mr. Giambelluca also noted that potholes throughout the community had been  
92 identified and filled by Hillsborough County Public Works. Mr. Giambelluca provided a status  
93 update on traffic light installation by the community entrance, being on schedule, beginning the  
94 procurement process, with construction expected to begin in the summer for a functional light by  
95 the end of the year.

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

97 An audience member asked about the restaurant option. Mr. Penzer stated that, while a \$2,500.00  
98 per month option had been discussed in past meetings, he would prefer to discuss and arrive at a  
99 consensus with all members of the Board present.

100 **ELEVENTH ORDER OF BUSINESS – Adjournment**

101 Mr. Penzer asked for final questions, comments, or corrections before adjourning the meeting.  
102 There being none, Mr. Penzer made a motion to adjourn the meeting.

103 On a MOTION by Mr. Penzer, SECONDED by Mr. Rossi, WITH ALL IN FAVOR, the Board adjourned  
104 the meeting for the Heritage Harbor Community Development District.

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

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

110  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

111 Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

# EXHIBIT 5

### Financial Snapshot - General Funds

Revenue: Net Assessments % Collected YTD			
	FY 2019 Actuals YTD	FY 2020 Actuals YTD	FY 2020 Budget YTD
General Fund	96.2%	95.7%	90.0%
Debt Service Fund	96.2%	95.7%	90.0%

### Expenditures: Amount Spent YTD

	FY 2019 Actuals YTD	FY 2020 Actuals YTD	FY 2020 Budget YTD
General Fund			
Administration	\$ 70,579	\$ 84,601	\$ 80,739
Field	250,098	252,913	325,458
<b>Total General Fund</b>	<b>\$ 320,676</b>	<b>\$ 337,515</b>	<b>\$ 406,197</b>

% of Actual Expenditures Spent of Budgeted Expenditures

41%

### Cash and Investment Balances

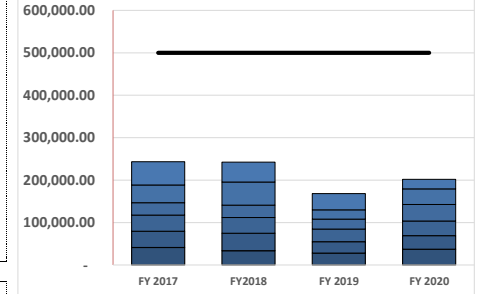
	Prior Year YTD	Current YTD
Operating Accounts	\$ 746,965	\$ 921,517

### 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 FY 2018 - YTD	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Budget FY 2020 - YTD
Golf Course	\$ 549,070	\$ 538,114	\$ 540,824	\$ 465,255
Pro Shop	54,142	20,029	19,563	18,287
Cost of Goods Sold	(10,163)	(10,871)	(9,683)	(9,598)
<b>Total Gross Profit</b>	<b>\$ 593,049</b>	<b>\$ 547,272</b>	<b>\$ 550,704</b>	<b>\$ 473,945</b>

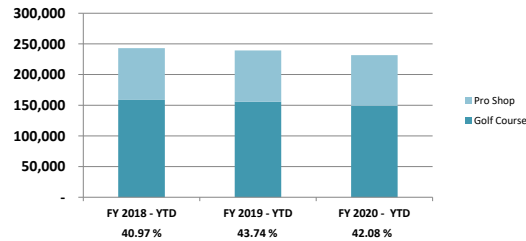
Expenses by Golf Activity	Actual FY 2018 - YTD	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Budget FY 2020 - YTD
Golf Course	\$ 267,076	\$ 268,751	\$ 242,193	\$ 295,103
Pro Shop	170,630	161,821	162,711	206,803
<b>Total Expenses</b>	<b>\$ 437,706</b>	<b>\$ 430,571</b>	<b>\$ 404,904</b>	<b>\$ 501,906</b>

Net Income (Loss) by Golf Activity	Actual FY 2018 - YTD	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Budget FY 2020 - YTD
Golf Course	\$ 281,994	\$ 269,363	\$ 298,631	\$ 170,153
Pro Shop	(126,651)	(152,663)	(152,831)	(198,114)
<b>Total Net Income (Loss) B4 Depreciation</b>	<b>\$ 155,343</b>	<b>\$ 116,700</b>	<b>\$ 145,800</b>	<b>\$ (27,961)</b>
Total Depreciation Expense	-	111,332	111,332	-
<b>Total Net Income (Loss) After Depreciation</b>	<b>\$ 155,343</b>	<b>\$ 5,368</b>	<b>\$ 34,468</b>	<b>\$ (27,961)</b>

Debt Service	Actual FY 2018 - YTD	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Budget 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>\$ 23,465.75</b>

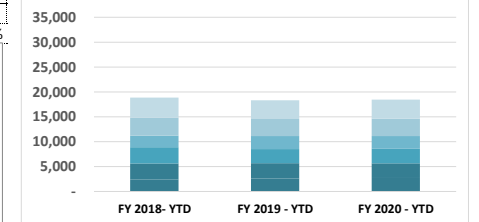
Payroll by Activity	Actual FY 2018 - YTD	Actual FY 2019 - YTD	Actual FY 2020 - YTD	Budget FY 2020 - YTD
Golf Course				
Payroll- Hourly	\$ 127,685	\$ 127,411	\$ 121,571	\$ 137,500
FICA Taxes	17,323	16,107	15,431	22,000
Life and Health Insurance	13,728	12,149	12,007	14,200
<b>Total Golf Course</b>	<b>158,737</b>	<b>155,666</b>	<b>149,008</b>	<b>173,700</b>
Pro Shop				
Payroll- Hourly	68,033	67,882	67,601	74,500
FICA Taxes	9,276	8,970	9,000	11,920
Life and Health Insurance	6,912	6,864	6,125	8,500
<b>Total Pro Shop</b>	<b>84,221</b>	<b>83,716</b>	<b>82,727</b>	<b>94,920</b>
<b>Total Payroll</b>	<b>\$ 242,959</b>	<b>\$ 239,383</b>	<b>\$ 231,735</b>	<b>\$ 268,620</b>
% of Revenues	40.97%	43.74%	42.08%	56.68%

#### 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
<b>Total Rounds</b>	<b>18,875</b>	<b>18,319</b>	<b>18,448</b>
Average Price per Round	\$ 29.32		

#### Annual YTD Total Golf Rounds



# **Heritage Harbor Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
March 31, 2020

# Heritage Harbor CDD

## Balance Sheet

March 31, 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	58,102	-	-	-	58,102
CASH - HH OPERATING ACCOUNT	8,542	-	-	-	8,542
CASH - SUNTRUST	5,564	-	-	-	5,564
CASH - MONEY MARKET	668,078	-	-	-	668,078
CASH - HH ENTERPRISE ACCOUNT	-	144,897	-	-	144,897
CASH - FIFTH THIRD BANK	81,388	268,945	-	-	350,333
CASH ON HAND	-	600	-	-	600
INVESTMENTS:					
REVENUE FUND	-	-	333,310	-	333,310
RESERVE TRUST FUND	-	-	65,884	-	65,884
INTEREST FUND	-	-	-	-	-
CONSTRUCTION TRUST FUND	-	-	-	253,988	253,988
ON ROLL ASSESSMENT RECEIVABLE	31,976	-	14,302	-	46,277
ACCOUNTS RECEIVABLE	6,470	153	-	-	6,624
DEPOSITS - UTILITIES	1,890	3,456	-	-	5,346
DUE FROM OTHER FUNDS	-	-	5,610	1,441	7,051
INVENTORY ASSETS:					
GOLF BALLS	-	6,666	-	-	6,666
GOLF CLUBS	-	198	-	-	198
GLOVES	-	4,394	-	-	4,394
HEADWEAR	-	1,451	-	-	1,451
LADIES WEAR	-	677	-	-	677
MENS WEAR	-	1,935	-	-	1,935
SHOES/socks	-	52	-	-	52
MISCELLANEOUS	-	2,211	-	-	2,211
INVESTMENTS CD	21,489	-	-	-	21,489
<b>TOTAL CURRENT ASSETS</b>	<b>983,342</b>	<b>435,636</b>	<b>419,106</b>	<b>255,429</b>	<b>2,093,513</b>
<b><u>NONCURRENT ASSETS</u></b>					
LAND	-	1,204,598	-	-	1,204,598
INFRASTRUCTURE	-	6,011,912	-	-	6,011,912
ASSUM. DEPRECIATION-INFRASTRUCTURE	-	(5,789,684)	-	-	(5,789,684)
EQUIPMENT & FURNITURE	-	853,044	-	-	853,044
ACCUM. DEPRECIATION - EQUIP/FURNITURE	-	(853,044)	-	-	(853,044)
<b>TOTAL NONCURRENT ASSETS</b>	<b>-</b>	<b>1,426,826</b>	<b>-</b>	<b>-</b>	<b>1,426,826</b>
<b>TOTAL ASSETS</b>	<b>\$ 983,342</b>	<b>\$ 1,862,462</b>	<b>\$ 419,106</b>	<b>\$ 255,429</b>	<b>\$ 3,520,339</b>

# Heritage Harbor CDD

## Balance Sheet

March 31, 2020

	General Fund	Golf Course & Pro Shop	Debt Series 2018	Construction	Consolidated Total
<b><u>LIABILITIES:</u></b>					
ACCOUNTS PAYABLE	\$ 35,087	\$ 18,014	\$ -	4778	\$ 57,879
DEFERRED ON ROLL ASSESSMENTS	31,976	-	14,302	-	46,277
SALES TAX PAYABLE	910	18,149	-	-	19,059
GIFT CERTIFICATES	-	764	-	-	764
RESTAURANT DEPOSITS	19,500	-	-	-	19,500
DUE TO OTHER FUNDS	7,051	-	-	-	7,051
<b>TOTAL CURRENT LIABILITIES</b>	<b>94,524</b>	<b>36,927</b>	<b>14,302</b>	<b>4,778</b>	<b>150,530</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 94,524</b>	<b>\$ 36,927</b>	<b>\$ 14,302</b>	<b>\$ 4,778</b>	<b>\$ 150,530</b>
<b><u>FUND BALANCES:</u></b>					
NON-SPENDABLE ( DEPOSITS & PREPAID)	1,890	3,456	-	-	5,346
RESTRICTED FOR:					
DEBT SERVICE	-	-	404,804	-	404,804
1ST QUARTER OPERATING RESERVES	191,412	-	-	-	191,412
INTERNAL BALANCE	-	-	-	-	-
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:	534,741	-	-	-	534,741
NET ASSETS					
INVESTED IN CAPITAL ASSETS	-	1,426,826	-	-	1,426,826
RESTRICTED FOR DEBT SERVICE	-	-	-	-	-
UNRESTRICTED/UNRESERVED	-	395,253	-	250,651	645,904
<b>TOTAL LIABILITIES &amp; FUND BALANCES/NET ASSETS</b>	<b>\$ 983,342</b>	<b>\$ 1,862,462</b>	<b>\$ 419,106</b>	<b>\$ 255,429</b>	<b>\$ 3,520,339</b>

**Heritage Harbor CDD**  
**GENERAL FUND**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**PRELIMINARY**  
**For the period from October 1, 2019 through March 31, 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 (Gross)	\$ 736,509	\$ 662,858	\$ 704,674	\$ 41,816
INTEREST	2,700	1,350	2,027	677
MISCELLANEOUS	-	-	-	-
RESTAURANT REVENUE	78,000	39,000	39,000	-
<b>TOTAL REVENUE</b>	<b>817,209</b>	<b>703,208</b>	<b>745,701</b>	<b>42,493</b>
<b>EXPENDITURES</b>				
<b>GENERAL ADMINISTRATION:</b>				
SUPERVISORS' COMPENSATION	12,000	6,000	4,000	2,000
PAYROLL TAXES	2,259	1,130	366	763
PAYROLL SERVICE FEE	-	-	-	-
ENGINEERING SERVICES	9,000	4,500	5,541	(1,041)
LEGAL SERVICES	12,000	6,000	11,195	(5,195)
DISTRICT MANAGEMENT	66,759	33,380	31,960	1,419
ACCOUNTING SERVICES	-	-	-	-
AUDITING SERVICES	5,800	-	-	-
POSTAGE & FREIGHT	1,500	750	-	750
INSURANCE (Liability, Property and Casualty)	13,000	13,000	12,863	137
PRINTING & BINDING	2,200	1,100	-	1,100
LEGAL ADVERTISING	1,200	600	200	401
MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	1,500	750	4,369	(3,619)
WEBSITE HOSTING & MANAGEMENT	2,265	2,115	3,128	(1,013)
OFFICE SUPPLIES	500	250	-	250
ANNUAL DISTRICT FILING FEE	175	175	175	-
ALLOCATION OF HOA SHARED EXPENDITURES	21,979	10,990	10,804	186
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>152,137</b>	<b>80,739</b>	<b>84,601</b>	<b>(3,863)</b>
<b>FIELD:</b>				
PAYROLL - HOURLY	44,924	22,462	18,632	3,830
FICA TAXES & PAYROLL FEE	5,948	2,974	2,198	776
LIFE AND HEALTH INSURANCE	4,998	2,499	2,125	374
CONTRACT- GUARD SERVICES	82,000	41,000	34,553	6,447
CONTRACT-FOUNTAIN	1,680	840	840	-
CONTRACT-LANDSCAPE	136,800	68,400	68,400	-
CONTRACT-LAKE	42,436	21,340	20,868	472
CONTRACT-GATES	46,680	27,040	27,610	(570)
GATE - COMMUNICATIONS - TELEPHONE	3,744	1,872	1,152	720
UTILITY-GENERAL	78,000	39,000	34,837	4,163
R&M-GENERAL	3,000	1,500	350	1,150
R&M-GATE	3,000	1,500	-	1,500
R&M-OTHER LANDSCAPE	34,240	17,120	5,270	11,850
R&M-IRRIGATION	3,500	1,750	1,757	(7)
R&M-MITIGATION	2,000	1,000	-	1,000
R&M-TREES AND TRIMMING	7,500	3,750	-	3,750
R&M-PARKS & FACILITIES	1,000	500	850	(350)
MISC-HOLIDAY DÉCOR	8,500	8,500	6,440	2,060
MISC-CONTINGENCY	55,512	27,756	1,773	25,983
RESTAURANT EXPENDITURE	69,310	34,655	25,258	9,397
<b>TOTAL FIELD</b>	<b>634,772</b>	<b>325,458</b>	<b>252,913</b>	<b>72,545</b>
<b>TOTAL EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)</b>	<b>786,909</b>	<b>406,197</b>	<b>337,515</b>	<b>68,682</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>406,197</b>	<b>337,515</b>	<b>68,682</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>297,012</b>	<b>408,186</b>	<b>111,175</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>297,012</b>	<b>408,186</b>	<b>111,175</b>
FUND BALANCE - BEGINNING	-	-	480,632	480,632
FUND BALANCE - INC IN RESERVE	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 297,012</b>	<b>\$ 888,818</b>	<b>\$ 591,807</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 March 31, 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	\$ 445,499	\$ 513,987	\$ 68,488
CLUB RENTALS	25	255	-	(255)
RANGE FEES	38,804	19,402	26,837	7,435
HANDICAPS	100	100	-	(100)
<b>TOTAL GOLF COURSE REVENUE</b>	<b>929,926</b>	<b>465,255</b>	<b>540,824</b>	<b>75,568</b>
<b>PRO SHOP</b>				
GOLF BALL SALES	22,800	11,400	13,244	1,844
GLOVE SALES	6,000	3,000	3,261	261
HEADWEAR SALES	3,775	1,888	1,024	(864)
LADIES WEAR SALES	-	-	100	100
MENS WEAR SALES	2,000	1,000	797	(203)
MISCELLANEOUS SALES	2,000	1,000	1,138	138
<b>TOTAL PRO SHOP REVENUE</b>	<b>36,575</b>	<b>18,287</b>	<b>19,563</b>	<b>1,276</b>
<b>RENTAL</b>	<b>-</b>	<b>-</b>	<b>343</b>	<b>343</b>
<b>SALES DISCOUNT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL OPERATING REVENUE</b>	<b>966,501</b>	<b>483,543</b>	<b>560,730</b>	<b>77,187</b>
<b>COST OF GOODS SOLD</b>				
COS-GOLF BALLS	12,136	6,068	6,844	776
COS-GLOVES	3,314	1,657	1,428	(229)
COS-HEADWEAR	1,880	940	350	(590)
COS-LADIES WEAR	-	-	47	47
COS-MENS WEAR	1,008	504	590	86
COS-MISCELLANEOUS	858	429	424	(5)
<b>TOTAL COST OF GOODS SOLD</b>	<b>19,196</b>	<b>9,598</b>	<b>9,683</b>	<b>85</b>
<b>GROSS PROFIT</b>	<b>947,305</b>	<b>473,945</b>	<b>551,047</b>	<b>77,102</b>
<b>OPERATING EXPENSES</b>				
<b>GOLF COURSE</b>				
PAYROLL-HOURLY	275,000	137,500	121,571	15,929
PAYROLL-INCENTIVE	500	500	800	(300)
FICA TAXES & ADMINISTRATIVE	44,000	22,000	15,431	6,569
LIFE AND HEALTH INSURANCE	28,400	14,200	12,007	2,193
WEB SITE DEVELOPMENT	-	-	-	-
ACCOUNTING SERVICES	4,210	2,105	2,070	35
CONTRACTS-SECURITY ALARMS	239	120	120	-
COMMUNICATION-TELEPHONE	2,364	1,182	753	429
POSTAGE & FREIGHT	200	100	-	100
ELECTRICITY-GENERAL	13,200	6,600	3,827	2,773
UTILITY-REFUSE REMOVAL	4,620	2,694	3,015	(321)
UTILITY-WATER & SEWER	6,600	3,300	2,389	911
RENTAL/LEASE-VEHICLE/EQUIP	39,311	19,655	14,971	4,685
LEASE-ICE MACHINES	1,500	750	750	-
INSURANCE-PROPERTY	24,377	24,377	21,347	3,030
R&M-BUILDING	500	250	-	250
R&M-EQUIPMENT	15,500	7,750	8,616	(867)
R&M-FERTILIZER	30,000	15,000	10,689	4,311
R&M-IRRIGATION	5,000	2,500	507	1,993
R&M-GOLF COURSE	5,025	2,513	225	2,288
R&M-PUMPS	2,760	1,380	7310	(5,930)
MISC-PROPERTY TAXES	2,100	1,050	1,511	(461)
MISC-LICENSES & PERMITS	300	300	575	(275)
OP SUPPLIES- GENERAL	4,800	2,400	3,638	(1,238)
OP SUPPLIES-FUEL, OIL	15,500	7,750	7,422	328
OP SUPPLIES-CHEMICALS	30,571	15,286	443	14,842
OP SUPPLIES-HAND TOOLS	750	375	366	9
SUPPLIES-SAND	1,800	900	-	900
SUPPLIES-TOP DRESSING	2,400	1,200	1,523	(323)
SUPPLIES-SEEDS	2,000	1,000	-	1,000
ALLOCATIONS OF HOA SHARED EXPENDITURES	732	366	318	48
<b>TOTAL GOLF COURSE</b>	<b>564,259</b>	<b>295,103</b>	<b>242,193</b>	<b>52,909</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 March 31, 2020**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>PRO SHOP:</b>				
PAYROLL-HOURLY	149,000	74,500	67,601	6,899
FICA TAXES & ADMINISTRATIVE	23,840	11,920	9,000	2,920
LIFE AND HEALTH INSURANCE	17,000	8,500	6,125	2,375
ACCOUNTING SERVICES	4,890	2,445	2,070	375
CONTRACTS-SECURITY ALARMS	2,157	1,079	613	465
POSTAGE AND FREIGHT	250	125	-	125
ELECTRICITY-GENERAL	8,400	4,200	3,162	1,038
UTILITY-REFUSE REMOVAL	693	347	-	347
UTILITY-WATER & SEWER	2,500	1,250	-	1,250
LEASE-CARTS	70,560	41,280	35,998	5,282
INSURANCE-PROPERTY	11,561	11,561	13,310	(1,749)
R&M-GENERAL	3,000	1,500	-	1,500
R&M-AIR CONDITIONING	800	400	-	400
R&M - RANGE	1,000	500	-	500
ADVERTISING	10,500	5,250	3,540	1,710
MISC-BANK CHARGES	22,000	11,000	10,152	848
MISC-CABLE TV EXPENSES	1,600	800	974	(174)
MISC-PROPERTY TAXES	5,500	5,500	-	5,500
MISC-HANDICAP FEES	500	500	558	(58)
OFFICE SUPPLIES	1,200	600	609	(9)
COMPUTER EXPENSE	1,000	1,000	965	35
OP SUPPLIES-GENERAL	1,000	500	1,218	(718)
SUPPLIES-SCORECARDS	500	250	-	250
CONTINGENCY	2,000	1,000	1,065	(65)
ALLOCATION OF HOA SHARED EXPENDITURES	14,495	7,247	5,750	1,498
RESERVE	27,100	13,550	-	13,550
<b>TOTAL PRO SHOP</b>	<b>383,046</b>	<b>206,803</b>	<b>162,711</b>	<b>44,094</b>
<b>TOTAL DEPRECIATION EXPENSE</b>	<b>-</b>	<b>-</b>	<b>111,332</b>	<b>(111,332)</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>947,305</b>	<b>501,906</b>	<b>516,236</b>	<b>(14,329)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(27,961)</b>	<b>34,811</b>	<b>62,773</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>501,906</b>	<b>516,236</b>	<b>(14,329)</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>(27,961)</b>	<b>34,811</b>	<b>62,773</b>
NET ASSETS - BEGINNING	-	-	1,790,724	1,790,724
<b>NET ASSETS- ENDING</b>	<b>\$ -</b>	<b>\$ (27,961)</b>	<b>\$ 1,825,535</b>	<b>\$ 1,853,497</b>

**HERITAGE HARBOR CDD**  
**DEBT SERVICE 2018**  
**STATEMENT OF REVENUE, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**For the period from October 1, 2019 through March 31, 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	\$ 295,566	\$ 315,185	\$ 19,619
SPECIAL ASSESSMENTS - EXCESS ON-ROLL (NET)	-	-	-	-
INTEREST--INVESTMENT	-	-	845	845
MISCELLANEOUS REVENUE	-	-	-	-
<b>TOTAL REVENUE</b>	<b>328,407</b>	<b>295,566</b>	<b>316,030</b>	<b>20,464</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>272,101</b>	<b>292,565</b>	<b>20,464</b>
FUND BALANCE - BEGINNING	-	-	112,240	112,240
FUND BALANCE FORWARD	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 272,101</b>	<b>\$ 404,804</b>	<b>\$ 132,704</b>

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

**Statement of Revenue, Expenses and Change in Fund Balance**  
**For the period from October 1, 2019 through March 31, 2020**

	<b>CONSTRUCTION ACTUAL YTD</b>
<b>REVENUE</b>	
INTEREST REVENUE	\$ 1,865
MISCELLANEOUS	1,441
<b>TOTAL REVENUE</b>	<b>3,306</b>
<b>EXPENDITURES</b>	
CONSTRUCTION IN PROGRESS	32,429
<b>TOTAL EXPENDITURES</b>	<b>32,429</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>(29,123)</b>
<b>OTHER FINANCING SOURCES (USES)</b>	
BOND PROCEEDS	-
TRANSFER-IN	-
TRANSFER-OUT	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(29,123)</b>
<b>FUND BALANCE - BEGINNING</b>	279,774
<b>FUND BALANCE - ENDING</b>	<b>\$ 250,651</b>

**HERITAGE HARBOR CDD**  
**Community Development District**  
**Operating Accounts Reconciliations**  
**March 31, 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	\$ 61,342.49	\$ 144,896.99	\$ 341,413.78
Less: Outstanding Checks	-	(3,240.22)	-	(327.84)
Plus: Deposits In Transit	-	-	-	9,246.67
<b>Adjusted Bank Balance</b>	<b><u>\$ 8,541.94</u></b>	<b><u>\$ 58,102.27</u></b>	<b><u>\$ 144,896.99</u></b>	<b><u>\$ 350,332.61</u></b>

Beginning Bank Balance Per Books	\$ 8,541.94	\$ 27,498.16	\$ 144,896.99	\$ 253,227.39
Cash Receipts & Credits	-	58,992.53	-	138,438.07
Cash Disbursements	-	(28,388.42)	-	(41,332.85)
<b>Balance Per Books</b>	<b><u>\$ 8,541.94</u></b>	<b><u>\$ 58,102.27</u></b>	<b><u>\$ 144,896.99</u></b>	<b><u>\$ 350,332.61</u></b>

# EXHIBIT 6













# EXHIBIT 7

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**From:** BENJAMIN CODDINGTON <bcodding@hcsso.tampa.fl.us>  
**Sent:** Monday, April 20, 2020 5:13 PM  
**To:** Patricia\_Comings-Thibault <patricia.comings-thibault@dpfg.com>  
**Cc:** BENJAMIN CODDINGTON <bcodding@hcsso.tampa.fl.us>  
**Subject:** Off-Duty Information

Good afternoon,

This is a follow-up to our conversation for some options/talking points for the Heritage Harbor meeting on Thursday.

-Our regular schedule is

**Monday through Friday start anytime after 3pm.**

**Saturdays and Sundays start anytime after 4pm.** So the early shift can start anytime between 4-5pm. If the early shift starts at 4pm the late shift may coordinate with the early shift to start at 8pm, just remember there are no overlapping shifts. The late shift will start anytime after 9pm, unless you coordinate with the early shift then they can start as early as 8pm.

We will still do the Holidays and other days the kids are not in school, including summertime, but not including Saturdays and Sundays, as starting anytime after 8am (as it is now).

-Since school has been out we have allowed the deputies to work an extra hour for each shift thus two 5 hour shifts or one 10 hour shift to provide some extra coverage. Not everyone working is currently taking advantage of this but it is something to consider keeping available through the summer. The downside to this is that it makes it difficult for Patricia and I to track/plan the total number of hours for the pay periods/month. This extra hour or two is not as important as the varied start times so I really don't think we need to continue this.

-During the summer and school holidays, we have been adjusting the start times for the shifts. The early shift (or double shift) can start anytime after 8AM. The late shift (if there are two shifts) starts anytime after 9PM. This is very beneficial in the following ways.

1)It makes sure there is not an identifiable pattern of when HCSO is on the property. This has been an issue in the past where juveniles have even stated that they were surprised to see the deputy because "HCSO does not get here until 4pm" so they do as they please until then. If those thinking about doing the wrong thing know when HCSO is on and off property it does not maximize our ability to deter crime.

2)It allows for the deterrence of different types of crimes. Most residential burglaries are committed during the daytime hours while most people are at work. Most mail thefts occur immediately after the mail is delivered, before people get home from work, which is also earlier in the day. Criminal mischief (property damage) and vehicle burglaries occur mostly at night/early morning hours.

3)The greater flexibility with the hours also assists in being able to fill more jobs, less jobs going unfilled. A deputy may not be able to work a job if it starts after 4PM but could work it if it started at 8AM. It is better to have someone on property than not.

Please remind everyone of the following;

The best way for HCSO to deter crime is to be VISIBLE, that being said the place where we are most visible to be able to best deter crime is at the entrance points to the neighborhood. If someone driving by on Lutz Lake Fern sees law enforcement parked at the entrance they will keep on driving and go somewhere else. The off-duty deputies also spend a lot of time at our areas of concern, Clubhouse, Soccer field/maintenance area, golf course near Sunlake Boulevard (where the hole in the fence was) and the four way stop near the eastern entrance. By being visible in these areas it also deters the nefarious activity that led to HH hiring HCSO. It should also be noted HH is charged a fee by HCSO for the mileage so if we are constantly driving around/patrolling the costs will be higher and the benefits do not justify having this increase in costs. This is what the deputies and I are trying to balance each day, how can we be most effective at deterring crimes at the least cost.

Please keep this in mind if you leave the neighborhood to run an errand and see HCSO at the front gate then come back later and the deputy is "still" there they likely have already left and come back to that spot again. HH is not that big and with the limited number of problem areas you are going to see the deputy at these same places over and over again.

We are on the Boulevard a lot because that is the most heavily travelled roadway thus the most exposure and deterrence will occur when we are on the Boulevard. While there we do monitor traffic however that is not our main focus and I have not heard of anyone getting anything other than a warning for any traffic infractions.

Visibility is our best tool at deterring crimes and I think everyone would agree we have done a great job with that.

All of the off-duty deputies take great pride in keeping HH a great place to live, work and play!

Thank you all for your continued support and please pass on any questions/comments or concerns to Patricia who will get them to me and we will work them out together.

Have a great day/week,  
Ben

Sergeant Ben Coddington #122124  
Hillsborough County Sheriff's Office  
District II Squad 207 A-shift Nights  
2310 N. Falkenburg Road Tampa, FL 33619  
Office: (813) 247-8555

Public Records Notice: Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the Hillsborough County Sheriff's Office via telephone at 813-247-8000 or US Mail at P.O. Box 3371, Tampa, FL 33601.

# EXHIBIT 8

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

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

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

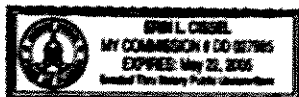
(SEAL)

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	5,448.00
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>81,291.88</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>6,031.33</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	4,197.50	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 / Wty 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
QDIX <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>	868.33	10,420.00
<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 / Fencing <sup>2</sup>	30.00	360.00
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>68,938.00</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	102.00

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	34,560.00
Professional Administrative <sup>26</sup>	600.87	7,210.44
Professional Fees <sup>27</sup>	250.00	3,000.00
TOTAL HOA EXPENSES PAYABLE BY ALL LOTS	4,167.90	50,550.44
TOTAL HOA EXPENSES PAYABLE BY EACH LOT	8.29	99.60

ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	MONTHLY	ANNUAL
CLUB EXPENSES	88.41	832.92
RESERVES	8.50	102.00
HOA EXPENSES	8.29	99.60
TOTAL ASSESSMENTS PAYABLE BY EACH LOT OTHER THAN SEA COVE LOTS	105.20	1,034.52

## 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	44.50	528.00

ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	MONTHLY	ANNUAL
CLUB EXPENSES	88.41	832.92
RESERVES	8.50	102.00
HOA EXPENSES - ALL LOTS	8.29	99.60
HOA EXPENSES - SEA COVE LOTS ONLY	44.50	528.00
TOTAL ASSESSMENTS PAYABLE BY EACH SEA COVE LOT	149.70	1,462.52

## VILLAGE 17 LOTS

ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	MONTHLY	ANNUAL
CLUB EXPENSES	88.41	832.92
RESERVES	8.50	102.00
HOA EXPENSES - ALL LOTS	8.29	99.60
RESERVES - VILLAGE 17 LOTS ONLY (estimate) <sup>29</sup>	1.50	18.00
TOTAL ASSESSMENTS PAYABLE BY EACH VILLAGE 17 LOT	106.70	1,052.52

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
Reception / Mail <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	25,024.17	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>	788.58	9,463.00
Total Pool Expense	5,806.17	70,794.00
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>	185.83	1,880.00
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	58,340.00
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**

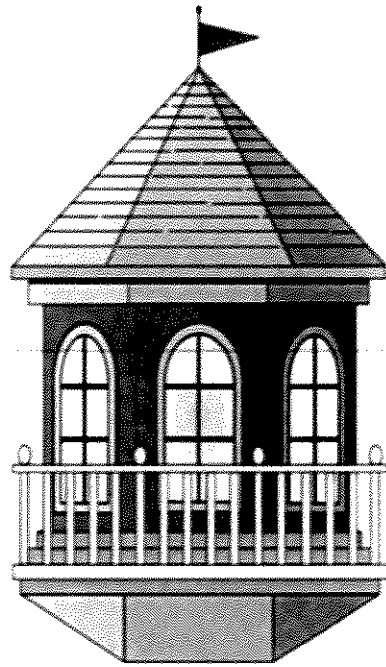
**NOTES**

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.  
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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 other wise 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 9

**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

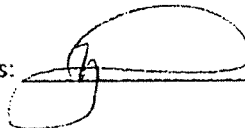
Ph.(321) 263-0132 Ext 4205

To Whom it may concern,

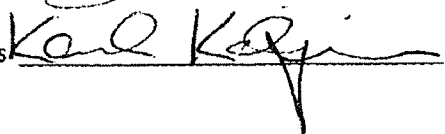
At this time we are executing our final renewal option for the lease extension in our lease. Thank you.

Sincerely,

Nicholas Kalojiannis:

 3/31/20

Karol Kalojiannis

 3-31-2020

Harbor Terrace Restaurant

# EXHIBIT 10

# **Heritage Harbor Multi-Purpose Park Proposal**

## **Overview**

This proposal is to outline the minimum requirements for the establishment of Heritage Harbor Park consisting of a multi-purpose field, sidewalk, and a dog park. The sidewalk will circle the multi-purpose field and will tie in with the existing sidewalk running alongside Heritage Harbor Parkway. The dog park will contain both a large dog area, and small dog area, and will be located in the NW corner of the park. A dog park is a clearly defined location where owners can safely and legally take their dogs to exercise and socialize off-leash. This proposal is being submitted by Rob Rossi & Lynn Jackson to the Heritage Harbor CDD board. Once approved, this proposal will be sent out for 3 bids. The Heritage Harbor CDD board will approve the specific site, specifications, and cost. This proposal is to be compliant with the Americans with Disabilities Act (ADA).

## **Multi-purpose field**

The multi-purpose field will need the following to be performed in the order to be determined by the general contractor:

- Survey and site drawing to be done
- The existing ground cover will need to be removed
- The field will need to be sprayed to kill any existing vegetation
- The existing baseball backstop and bench will need to be removed
- The two retention ditches will need to be filled in and graded for drainage
- The field will need to be graded
- Irrigation will need to be installed
- The field will need to have Bermuda sod installed
- Electrical will need to be available
- Two trash cans will be needed for the park
- Park signs to be installed

## **Sidewalk**

The sidewalk will need to be installed around the perimeter of the park and will be dimensioned as follows:

- The sidewalk will be located 10 feet from any tree line and 5 feet from the bollards.
- The sidewalk will tie in with the existing sidewalk which runs the length of Heritage Harbor Parkway
- The sidewalk will be 5 feet wide.



## **Dog Park**

The dog park will contain a large dog area (>30 lbs) and a small dog area (<= 30 lbs). Each dog area will be fenced, and the dimensions are noted in the drawings. The entry and exit for each dog area will be located close to the parking area in the NW corner of the field. Entry and exit will be controlled through the use of a double gate system. The dog park will have to allow for drainage to follow the site plan. Further requirements for the dog park as follows:

- The chain link fence will be 6 feet high
- The gates need to allow mowers inside the dog park
- There will be 1 wash station & slab per dog area located by the entry gate (2 total)
- There will be 2 doggie stations per dog area located in the drawing (4 total)
- There will be 1 trash can per dog area located in the drawing (2 total)
- There will be 1 bench per dog area located in the drawing (2 total)
- If there is any standing water after a heavy rain, then the dog park will be closed
- Clearly posted waivers of liability would relieve Heritage Harbor CDD of any legal responsibility for the actions of dogs and their owners inside the dog park.
- This site shall be planned for handicap accessibility, per the Americans with Disabilities Act (ADA) Federal Law.
- Signage needed

## **Operation and maintenance costs**

**Maintenance:** We propose that the Heritage Harbor CDD provide ongoing lawn maintenance, and garbage pickup for the entire park. Trash containers with liners and lids will keep out rain, contain the odor, and be easier to empty. Heritage Harbor CDD will provide disposable bags for cleanup of dog waste.

**Operations:** Park hours will be developed by the Heritage Harbor CDD with the suggestion that the common Sun Up to Sun Down rule be applied.

**Signage:** A sample mock-up of signage with rules, hours of operations, and liability waiver is located on the last page of this proposal. The rules will be clearly posted at all entrances of the park and at entry points to the dog park.

**Security:** Security would be provided by the existing relationship between the Heritage Harbor CDD and Hillsborough County Sheriff.

**Staffing and Administration:** We propose that the dog park be free to its users, but limited to Heritage Harbor residents with no staffing required. This will make the park easy to administer from the Heritage Harbor CDD standpoint with a minimum of resources.

## **Legal**

Heritage Harbor CDD understands that there will be concerns about liability and about public health at dog parks. Heritage Harbor CDD proposes that language be posted prominently at each entrance to the dog park:

## **Dog Park**

### **Heritage Harbor Dog Park Rules**

By entering this dog park, the park user agrees to hold the Heritage Harbor CDD board harmless and free from liability from any action of any park users or their dogs. Park users agree to fully comply with posted rules and take full legal liability from any action of their own or their dogs. Thank you in advance for your cooperation.

### **Hours of Operation: Daylight hours only ► Sunrise to Sunset For use by Heritage Harbor residents only**

1. Dogs showing aggression, declared dangerous (as per FSS 767) or female in heat are prohibited from using the dog park.
2. Please ensure your dog is:
  - a. Leashed when entering and exiting park
  - b. Never left unattended
  - c. Under voice command at all times
  - d. Has collar, current rabies and vaccination tags as required
3. Dog owners are required to:
  - a. Clean up after their dogs
  - b. Immediately fill any hole dug by their dog
  - c. Bring no more than 2 dogs per visit
  - d. Keep food or rawhide out of park
  - e. No children under 10 allowed, and any child must be under direct supervision
  - f. Be solely responsible for the actions and behaviors of their dog
4. The following are prohibited in the dog park:
  - a. Glass containers
  - b. Alcoholic beverages
  - c. Animals other than dogs are not allowed.
  - d. No puppies under 4 months of age ☐ Clean up after your dog. Fill any holes your dog may dig.

Persons are encouraged to wear proper footwear while in the Dog Park, NO BARE FEET!

Emergency: 911

Hillsborough County Sheriff: 813-247-8200

Hillsborough County Animal Services: 813-744-5660

## Signs to be customized for Heritage Harbor

### Heritage Harbor Park

#### Example – customized for Heritage Harbor



- **Park hours: Sun up to Sun down**
- **For use by Heritage Harbor residents only**
- **No glass containers.**
- **Noise ordinance enforced.**
- **No overnight parking or camping.**
- **No littering.**
- **Hunting is prohibited.**
- **Pets must be on leash.**
- **No motorized vehicles except in designated parking areas.**
- **No metal detectors**
- **No skateboarding, bicycles, or rollerblading on sidewalk**

**Dog Park Rules – to be placed on the outside of the dog park fence**

**Example (see exact verbiage above)**



**DOG PARK RULES AND REGULATIONS.**

1. Off leash dog areas will be open from sunrise to sunset seven days a week unless closed for maintenance.
2. Dogs showing aggression, declared dangerous (as per. FSS 767) or female in heat are prohibited from using Dog Park.
3. Please insure that your dog is:
  - Leashed when entering and exiting park.
    - Never left unattended
  - Under voice command at all times.
  - Has current rabies and vaccination tags.
4. Dog owners are required to:
  - Clean up after their dogs.
  - Immediately fill any hole dug by their dog.
  - Bring no more than two dogs per. visit.
  - Keep food and rawhides out of park.
  - Keep children under constant supervision.
5. Failure to follow these rules may subject both dog and owner to removal from park and possible suspension of Dog Park privileges.
6. Enter at your own risk.

Please report comments, suggestions or problems to the Hillsborough County Parks Recreation and Conservation Department. Phone: **813-635-3500**

Dog park warnings – to be place outside and inside of the dog park

Examples





## Examples of items needed for dogpark

Doggie station – Need a total of 4 (around \$300 each)

Trash Can (need two plus park)

Example here is called Dogi-Pot



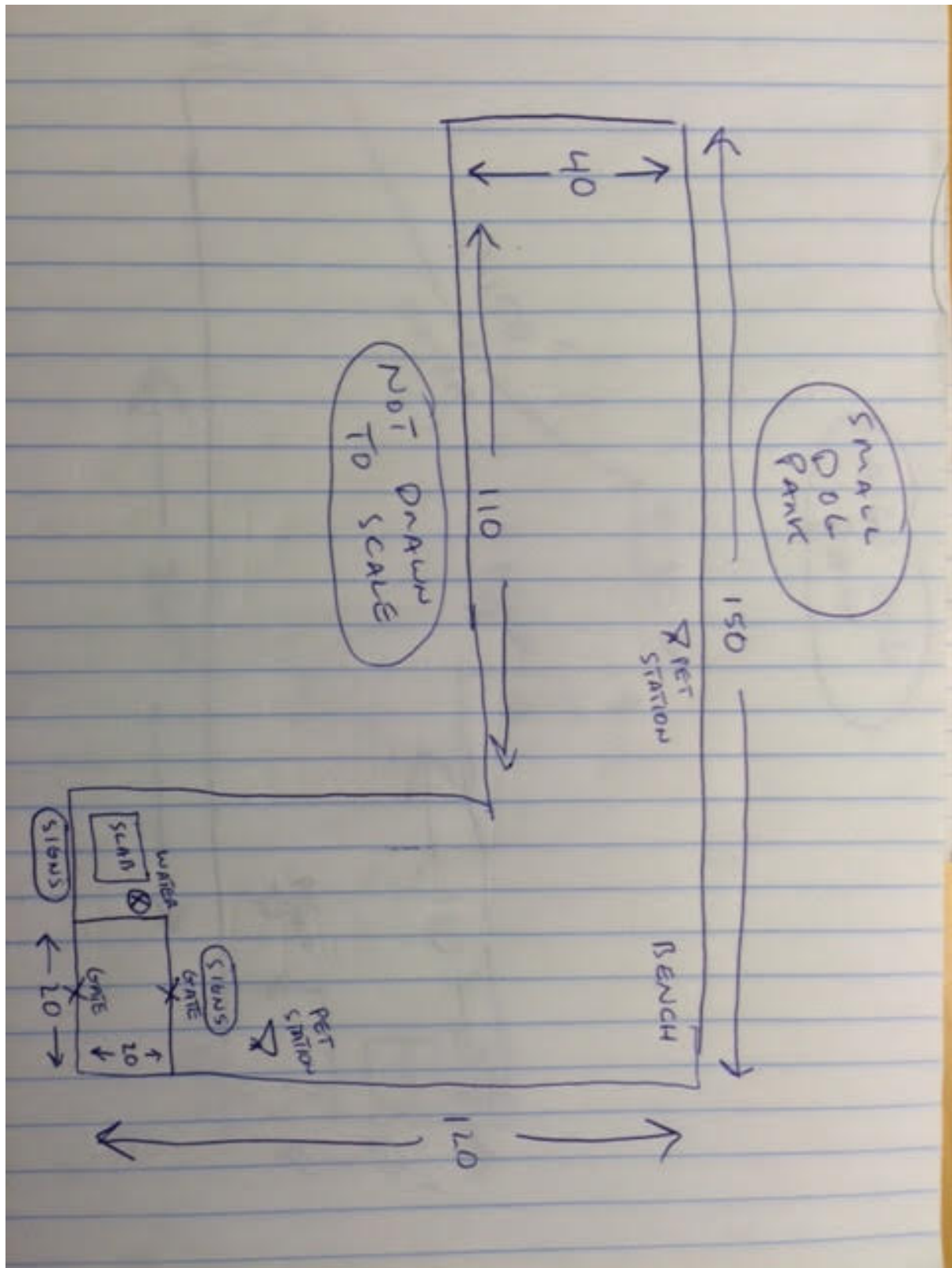
Water station & slab (need 2)

Bench (need two)

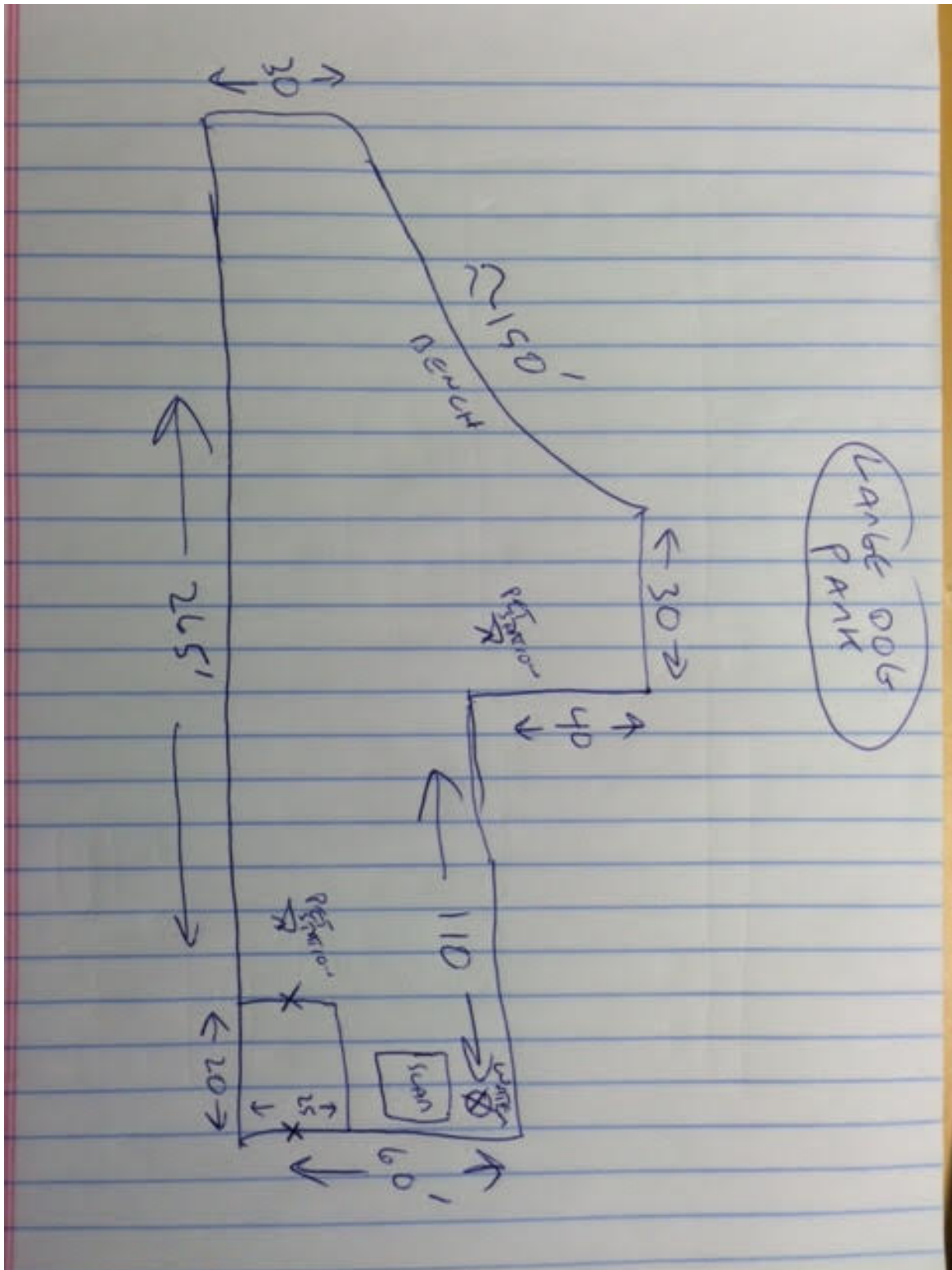
Example



## Small Dog park



## Large Dog Park





This block contains an aerial photograph of a road intersection, likely Highway 100 and Highway 101. A technical drawing is overlaid on the image, showing lane widths, distances, and labels. The drawing includes a '100' STATION' marker and a 'HH PKWY' label. The drawing also shows a '100' STATION' marker and a 'HH PKWY' label. The drawing is a technical drawing of a road intersection, showing lane widths, distances, and labels. The drawing includes a '100' STATION' marker and a 'HH PKWY' label. The drawing is a technical drawing of a road intersection, showing lane widths, distances, and labels. The drawing includes a '100' STATION' marker and a 'HH PKWY' label.

# EXHIBIT 11

**GREENVIEW LANDSCAPING INC.**

**P.O. BOX 12668**

**ST. PETERSBURG, FL 33733**

**CELL: 727-804-8864**

**OFFICE: 727-906-8864**

**EMAIL: DEBS@GREENVIEWFL.COM**

TO: HERITAGE HARBOR CDD

DATE: March 2, 2020

RE: FLOWER INSTALLATION APPROVAL

This is to give authorization that Greenview Landscaping Inc, has permission to install the spring flowers at Heritage Harbor CDD.

Installation will include the installation of 3100 annual @ \$1.70/each.

LOCATION: CLUB HOUSE	680 flowers @ 1.70/each	\$1156.00.
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LOCATION: HERITAGE HARBOR CDD	2420 flowers @ 1.70/each	\$4114.00.
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TOTAL COST FOR FLOWER INSTALLATION:		\$5270.00.
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Payment is due 30 days from date of invoice. If payment is not received a late fee may be applied.

Authorized Signature:

Date:

**GREENVIEW LANDSCAPING INC.**

**P.O. BOX 12668**

**ST. PETERSBURG, FL 33733**

**CELL: 727-804-8864**

**OFFICE: 727-906-8864**

**FAX: 727-867-4393**

**EMAIL: DEBS@GREENVIEWFL.COM**

TO: HERITAGE HARBOR CDD

ATTN: RAY LOTITO

DATE: March 2, 2020

RE: BLUE WATER MONUMENT

Install 24 three-gallon Purple Fountain Grass and 20 one-gallon Society Garlic.

COST: \$460.00.

**GREENVIEW LANDSCAPING INC.**

**P.O. BOX 12668**

**ST. PETERSBURG, FL 33733**

**CELL: 727-804-8864**

**OFFICE: 727-906-8864**

**FAX: 727-867-4393**

**EMAIL: DEBS@GREENVIEWFL.COM**

TO: HERITAGE HARBOR CDD

ATTN: RAY LOTITO

DATE: February 28, 2020

RE: LANDSCAPE PROPOSALS

1. In front of the Club House remove the deer damaged Confederate Jasmine and replace with 50 one-gallon Fountain Grass. COST: \$300.00.
2. On east side of Tennis Courts restore the perimeter turf due to in house maintenance overspray. COST: \$150.00.
3. At the Cypress Glen entrance along each side along ponds remove the Burford Holly hedgerow and replace with 20 three-gallon Ornamental Grass. COST: \$350.00.

# EXHIBIT 12



## Steadfast Environmental, LLC

### FKA Flatwoods Environmental

30435 Commerce Drive Ste 102 | San Antonio, FL 33576

813.836.7940 | office@steadfastenv.com

www.SteadfastEnv.com

# Proposal

Date

4/8/2020

Proposal #

86

Customer Information		Project Information Heritage Harbor Structure Mainte...	
Heritage Harbor CDD Ray Lotito District Manager 15310 Amberly Dr. Suite 175 Tampa, FL 33647	<b>Contact</b>	Heritage Harbor Stormwater Maintenance	
	<b>Phone</b>		
	<b>E-mail</b>	raymond.lotito@dpfg.com	<b>Proposal Prepared By:</b> Joe Hamilton
	<b>Account #</b>		<b>Type Of Work</b> Outflow Maint

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Cost
Structure 141 FE : Clear out vegetation within a 10' radius of the outflow structure to enhance stormwater system functionality.	550.00
Structures 141/142 - 1411/1421 : Clear out vegetation within a 10' radius of both structures to enhance stormwater system functionality.	2,190.00
Structures 131/132 : Clear out vegetation within a 10' radius of both structures to enhance stormwater system functionality.	2,190.00
Structure 142 SW : Clear out vegetation within a 10' radius of both structures to enhance stormwater system functionality.	200.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

**Total**

\$5,130.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name and Title: \_\_\_\_\_

Representing (Name of Firm): \_\_\_\_\_

# EXHIBIT 13



# Proposal for Repair

Client/Community	Heritage Harbor Lutz – WO 11593	Proposal Date:	12/02/2019
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Qty.	Equipment to Be Repaired/Replaced	Unit Cost	Extended Cost
1	LEDS21C-12M	146.77	146.77
1	HOURLY LABOR	105.00	105.00
1	TRIP CHARGE	50.00	50.00

Total Charges \$ **301.77**  
(Plus any applicable taxes)

## Scope of Work:

Replace front LED on resident barrier arm.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT:	
Signature		Signature	
Print Name		Print Name	
Title / Position		Title / Position	
Date		Date	

## Proposal for Repair

- Resident Gate -

Client/Community	Heritage Harbor Lutz	Proposal Date:	03/04/2020
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Qty.	Equipment to Be Repaired/Replaced	Unit Cost	Extended Cost
1	LED	191.00	191.00
1	Foam	32.00	32.00
1	Hourly Labor	125.00	125.00
1	Trip Charge	50.00	50.00

Total Charges \$ **398.00**  
(Plus any applicable taxes)

### Scope of Work:

WO 14322, Replace the LED and Foam on the resident arm

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT:	
Signature		Signature	
Print Name	Tiffany Knighton	Print Name	
Title / Position	Service Coordinator	Title / Position	
Date	03/04/2020398.	Date	

# EXHIBIT 14

**GREENVIEW LANDSCAPING INC.**

**P.O. BOX 12668**

**ST. PETERSBURG, FL 33733**

**CELL: 727-804-8864**

**OFFICE: 727-906-8864**

**FAX: 727-867-4393**

**EMAIL: DEBS@GREENVIEWFL.COM**

TO: HERITAGE HARBOR CDD

DATE: April 6, 2020

RE: IRRIGATION REPAIR PROPOSAL

Repair a three-inch main line leak on Heritage Harbor Blvd. west side north of the Guard House about 50 yards.

Parts: 3-inch slip fix and a 3-inch coupling. We will need to cut through very large tree roots to make the repair. \$32.00.

Labor: 4 hours labor with tech and tech assistant. \$200.00.

**TOTAL COST: \$232.00.**

**PRIORTY ITEMS NOTED BELOW**

**\*\*\* We have removed the winter seasonal flowers. We have submitted twice for the authorization to install the new spring flowers.**

**\*\*\*The irrigation clock on Heritage Harbor Blvd. west side by the small pond just south of the metal rail bridge has no electrical power coming to it. It appears the meter was removed and a glass plate cover installed.**

A handwritten signature in blue ink, appearing to read "Pat Thibault". The signature is fluid and cursive, with a large initial "P" and "T".

**GREENVIEW LANDSCAPING INC.**

**P.O. BOX 12668**

**ST. PETERSBURG, FL 33733**

**CELL: 727-804-8864**

**OFFICE: 727-906-8864**

**FAX: 727-867-4393**

**EMAIL: DEBS@GREENVIEWFL.COM**

**TO: HERITAGE HARBOR CDD**

**DATE: April 14, 2020**

**RE: MAIN LINE LEAK**

**PRIORITY: URGENT**

There is a slow main line leak under a large Oak Tree roots by the sidewalk at the North intersection of Sea Mist and Heritage Harbor Parkway on the west side of the street.

In order to make the repair we will have to cut through the large tree roots.

Parts: 3-inch slip fix, 3-inch coupling. \$26.00.

Labor: 6 hours labor with tech and tech assistant. \$300.00.

**TOTAL COST: \$326.00.**

*Pat Corp Thball*