THE PRESERVE AT SOUTH BRANCH COMMUNITY DEVELOPMENT DISTRICT
NATURAL AREA MAINTENANCE POLICY

In accordance with Chapters 190 and 120, *Florida Statutes*, and on July 11th, 2023, at a duly noticed public hearing, the Board of Supervisors ("**Board**") of The Preserve at South Branch Community Development District ("**District**") adopted the following policy. The Board may modify this policy from time to time as needed.

The District owns or maintains various conservation areas, environmentally sensitive areas, wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) (collectively the "**Natural Areas**") within the District. The District's Natural Areas provide aesthetic benefits, preserve wildlife habitat, and protect wetland recharge areas for the District. In many instances, a portion of a District resident's property may contain a wetland buffer and wetland setback line that, while abutting or potentially even within the resident's ownership boundary, is governed and regulated by the Southwest Florida Water Management District or the Army Corps of Engineers. The District is required to monitor, manage, and maintain the Natural Areas in accordance with all applicable local, state and federal laws and regulations, and failure to do so could result in fines or penalties from regulatory agencies.

The District's Natural Areas are displayed on **Exhibit A** attached hereto, which was prepared by the District's Engineer based on the plats of the District as recorded in the Public Records of Pasco County, Florida, as well as applicable local, state, and federal laws and regulations, including, but not limited to regulations of the Southwest Florida Water Management District and the Army Corps of Engineers.

The Declaration of Covenants, Restrictions, Conditions, and Easements of The Preserve include restrictions on certain activities by property owners in The Preserve community (the "**COA Restrictions**"). Pursuant to the COA Restrictions, undertaking or performing certain activity in a Natural Area or removing native vegetation (including cattails) that becomes established within wetland areas and/or retention ponds is prohibited.

In order to protect the Natural Areas and property owners, the District has adopted the following policies for maintenance of trees, vegetation, and all other natural areas within the District:

1. The District conducts routine inspections and maintenance of all Natural Areas within the District. Property owners, their tenants, guests or invitees (or an unauthorized contractor hired by a property owner or tenant, guest or invitee thereof) (collectively referred to herein as the "**property owner**") may not perform maintenance of or disturb any Natural Areas, even if the Natural Area is located on or adjacent to the property owner's lot, without written permission from the District. If a property owner is unsure if a Natural Area is located on or adjacent to their lot, the property owner should contact the District Manager at (321) 263-0132.

2. If a property owner wishes to undertake or perform maintenance near a Natural Area, the property owner may arrange for an inspection of the proposed area of maintenance by contacting the District Manager. The District Manager shall inform the property owner at

the time he or she contacts the District Manager that a nonrefundable $25 fee is due in order to schedule the inspection ("**Review Fee**"), regardless of whether the requested maintenance work is performed. The property owner must provide the District Manager with contact information for purposes of notice and any other communication contemplated by this Policy, and his or her preferred method of receiving notice. Notice may be provided by e-mail if the property owner consents to such delivery method. Following the District's receipt of the Review Fee and notice contact information, the District Manager shall arrange an inspection of that Natural Area with the District's environmental consultant and contractor (the "**Contractor**") and send the property owner (i) a notice of the time and date the inspection is scheduled to be performed and (ii) a confirmation of payment of the Review Fee. After the inspection, the District Manager and the Contractor shall determine if any maintenance work may be performed on the proposed area of maintenance in accordance with applicable laws and regulations.

3. If the District Manager and the Contractor determine the requested maintenance work may not be performed in the proposed area of maintenance, the District Manager shall send the property owner a notice of such determination. The property owner shall have an opportunity to appeal the District's denial at a noticed meeting of the District's Board of Supervisors, and the notice of denial shall notify the property owner such opportunity and the date when such appeal may be heard. Prior to the District's meeting when the appeal will be heard, the property owner must submit to the District in writing his or her explanation for appealing the notice of denial and all documentation supporting such explanation.

4. If the District Manager and the Contractor determine the requested maintenance work may be performed in the proposed area of maintenance, the District Manager shall send the property owner: (i) a cost estimate for the requested maintenance, including any consulting or permitting fees (the "**Additional Maintenance Fee**"), (ii) a description of the general scope of the requested maintenance (the "**Work**"), and (iii) the District Natural Area Maintenance Authorization Agreement, a form of which is attached hereto as **Exhibit B** (referred to herein as "**Maintenance Agreement**"). The Additional Maintenance Fee is nonrefundable.

5. Following the District's receipt of the Additional Maintenance Fee and the Maintenance Agreement executed by the property owner, the District shall provide the property owner (i) a notice of the time and date the Work is scheduled to be performed, (ii) a confirmation of payment of the Additional Maintenance Fee, and (iii) a copy of the Maintenance Agreement executed by the property owner and the District. The District shall schedule the Work at a time that is mutually acceptable to the District and the Contractor, and the District shall communicate any scheduling changes to the property owner.

6. Upon completion of the Work, the District shall provide the property owner a notice of completion of the Work. The property owner shall have an opportunity to dispute whether the Work was performed pursuant to the Maintenance Agreement at a noticed meeting of the District's Board of Supervisors, and the notice of completion shall notify the property owner such opportunity and the date when such dispute may be heard. Prior to the District's

meeting when the dispute will be heard, the property owner must submit to the District in writing his or her explanation for disputing the notice of completion and all documentation supporting such explanation.

7. The property owner may not hire or otherwise cause the Work to be performed. The District may determine, in its sole and absolute discretion, if a Natural Area has been disturbed, modified, and/or maintained in a manner that is inconsistent with applicable laws or regulations or this Policy.

8. If the District determines a Natural Area is disturbed, modified, or maintained by a property owner in a manner that is inconsistent with applicable laws or regulations or this Policy, the District shall notify the property owner that he or she is in violation of this Policy ("**Violation**"). The District shall notify the property owner in writing when the District Board of Supervisors will meet to review and determine the charges to that property owner for the Violation. The property owner shall have an opportunity to address the Board at such noticed Board meeting.

9. If, after consideration by the Board regarding the Violation and the property owner's response, if any, the Board finds that the property owner is in violation of this Policy, the Board shall charge the property owner for: (1) any fines levied against the District by a regulatory agency as a result of the Violation, (2) the actual cost to restore the Natural Area to the same condition that existed prior to the unauthorized activity, and (3) any administrative or legal fees and costs incurred by the District as a result of the Violation (collectively, the "**Charges**").

10. If the property owner does not reimburse the District the full amount of the Charges within sixty (60) days from the date that the Board levies the charges against the property owner, the District may bring a civil action against the property owner to collect the full amount of the Charges plus accrued interest on the unpaid Charges pursuant to Section 190.036, *Florida Statutes*.

11. As authorized by Section 190.036, *Florida Statutes*, if the District is required to collect the Charges through a civil action, the District shall be entitled to recover from the property owner all collection costs incurred by the District, including reasonable attorney's fees and costs and interest on the accrued Charges.

[END OF POLICY]

Natural Area Maintenance Map

To be updated with District Engineer Map when it becomes available

INTERIM EXHIBIT A to
The Preserve at South Branch Community Development District
Natural Area Maintenance Policy



EXHIBIT B to
The Preserve at South Branch Community Development District
Natural Area Maintenance Policy

FORM OF:

THE PRESERVE AT SOUTH BRANCH COMMUNITY DEVELOPMENT DISTRICT
NATURAL AREA MAINTENANCE AUTHORIZATION AGREEMENT

This The Preserve at South Branch Community Development District Natural Area Maintenance Authorization Agreement (the "**Agreement**") is entered into as of the __day of _____, 202__, between _____ (the "**Resident**"), whose mailing address is _____ and The Preserve at South Branch Community Development District (the "**District**") whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida, 32746 (collectively, the "**Parties**").

In accordance with the District's Natural Area Maintenance Policy, the Resident has requested the District's permission for the District's Contractor, as identified in Attachment A, to perform additional maintenance (the "**Work**") in the area located at: _____ (the "**Maintenance Area**") and as described in **Attachment A** attached hereto.

In consideration of the mutual promises, agreements, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Parties agree as follows:

Section 1. *Incorporation of Natural Area Maintenance Policy.* The terms and conditions of the District's Natural Area Maintenance Policy of the District (the "**Policy**") are incorporated and made a part of this Agreement for all purposes.

Section 2. *Maintenance Area*. The Maintenance Area and the Work is fully described in Attachment A. The Resident acknowledges and agrees he/she has reviewed this Agreement, including Attachment A, in full prior to executing this Agreement. By executing this Agreement, both Parties hereby acknowledge they have reviewed Attachment A and agree that Attachment A is a fair, accurate, and complete description of the Maintenance Area and the Work.

Section 3. *License.* By executing this Agreement, the Resident hereby grants to the District and the District Contractor the right, privilege and permission to inspect and perform the Work and the right, privilege and permission to enter the Resident's property and the Maintenance Area in order to inspect and/or perform the Work. Upon completion of the Work, the license herein provided shall terminate.

Section 4. *Indemnification*. To the fullest extent permitted by law, the Resident hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any

personal injury or harm suffered in connection with the Work. Resident agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Section 5. *Controlling Law of Agreement.* This Agreement shall be governed by and construed under the laws of Florida.

Section 6. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____	_____
Resident (signature)	The Preserve at South Branch Community Development District
_____	_____
Printed Name:	Printed Name
Contact phone number: _____	Title: _____
Contact email address: _____	Contact phone number: _____
	Contact email address: _____

ATTACHMENT A to
Natural Area Maintenance Authorization Agreement

Description of the Maintenance Area and the Work

[to be inserted by Contractor]