

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

REVISED MEETING AGENDA

Tuesday, November 4, 2025, at 5:00 p.m.

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



313 Campus St.
Celebration, FL 34747
(813) 652-2454

Heritage Harbour South Development District

Board of Supervisors

Philip Frankel, Chair
Darnell Bacon, Vice Chair
Mike Neville, Assistant Secretary
Lisa Davis, Assistant Secretary
Kevin Kruckeberg, Assistant Secretary

Staff:

Kristee Cole, Senior District Manager
Alize Aninipot, District Manager
Andrew Cohen, District Counsel
Rick Schappacher, District Engineer

Revised Final Meeting Agenda Tuesday, November 4, 2025 – 5:00 p.m.

1. **Call to Order and Roll Call**
2. **Adoption of the Agenda**
3. **Audience Comments – Three- (3) Minute Time Limit**
4. **Business Administration**
 - A. Consideration of Minutes from Workshop Meeting on May 20, 2025..... Page 3
 - B. Consideration of Minutes from Regular Meeting on May 20, 2025..... Page 4
 - C. Consideration of Minutes from Regular Meeting on October 7, 2025 Page 7
 - D. Review of September 2025 Check Registers..... Page 12
5. **Staff Reports**
 - A. District Counsel
 1. Discussion of Master HOA Maintenance Agreements.....Page 48
 - B. District Engineer
 1. Presentation of Monument Map and Photo.....Page 77
 - C. District Manager
6. **Business Items**
 - A. Ratification of Fiscal Year 2025 Engagement Letter.....Page 85
 - B. Consideration of Motion to Assign Reserves.....Page 98
7. **HOA updates**
 - A. Heritage Harbour Master HOA
 - B. Stoneybrook HOA
 1. Consideration of Street Stencils Proposal.....Page 102
 - C. Golf Course Update
8. **Supervisor Requests**
9. **Adjournment**

The next meeting is scheduled for Tuesday, December 2, 2025, at 5:00 p.m.

District Office:

313 Campus Street
Celebration FL 34747
407-566-1935

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

Meeting Location:

Stoneybrook Recreation Center
200 Golden Harbour Trail
Bradenton, FL 34212

**MINUTES OF MEETING
HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The Heritage Harbour South Community Development District workshop of the Board of Supervisors was held on Tuesday, May 20, 2025, and called to order at 4:06 p.m. at the Stoneybrook Recreation Center, located at 200 Golden Harbour Trail, Bradenton, FL 34212.

Present and constituting a quorum were:

Philip Frankel	Board Supervisor, Chair
Mike Neville	Board Supervisor, Asst. Secretary

Also present were:

Kristee Cole	District Manager, Inframark
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Mark Albrecht	HHMA President

Audience Members

FIRST ORDER OF BUSINESS Call to Order and Roll Call

Ms. Cole called the meeting to order at 4:06 p.m.

SECOND ORDER OF BUSINESS Audience Comments

There were audience comments regarding fishing and central ditch.

THIRD ORDER OF BUSINESS Business Administration

A. Discussion of Proposed Fiscal Year 2025/2026 Budget

The Board discussed several topics, including east ditch and signage throughout the community.

B. Discussion regarding fishing on the ponds

The Board decided to table this item.

FOURTH ORDER OF BUSINESS Adjournment

The meeting was adjourned at 4:55 p.m.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING
HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on Tuesday, May 20, 2025, and called to order at 4:55 p.m. at the Stoneybrook Recreation Center, located at 200 Golden Harbour Trail, Bradenton, FL 34212.

Present and constituting a quorum were:

Philip Frankel	Board Supervisor, Chair
Darnell Bacon	Board Supervisor, Vice Chair
Mike Neville	Board Supervisor, Asst. Secretary

Also present were:

Kristee Cole	District Manager, Inframark
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Mark Albrecht	HHMA President

Audience Members

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Ms. Cole called the meeting to order at 4:55 p.m.

SECOND ORDER OF BUSINESS **Adoption of the Agenda**

On MOTION by Mr. Neville, seconded by Mr. Frankel with all in favor, the May 20, 2025, Final Agenda was adopted.

THIRD ORDER OF BUSINESS **Audience Comments**

There were no audience comments.

FOURTH ORDER OF BUSINESS **Special Business Items**

1. Acceptance of Resignations

On MOTION by Mr. Neville, seconded by Mr. Frankel with all in favor, Acceptance of Resignations.

2. Consideration of Resolution 2025-02, Declaring Seats Vacant

On MOTION by Mr. Neville, seconded by Mr. Frankel with all in favor, Adopting Resolution 2025-02, Declaring Seats Vacant.

3. Consideration of Resolution 2025-03 Designating Officers

On MOTION by Mr. Frankel, seconded by Mr. Neville with all in favor, adopting Resolution Designating Officers with Phil Frankel as Chair, Darnell Bacon as Vice Chair and Mike Neville as assistant secretary.

FIFTH ORDER OF BUSINESS Business Administration

A. Consideration of Minutes from Regular Meeting on April 1, 2025

On MOTION by Mr. Neville, seconded by Frankel, with all in favor, the minutes from the Regular Meeting of April 1, 2025, were approved.

B. Review of the March 2025 Check Registers

On MOTION by Mr. Neville, seconded by Mr. Bacon, with all in favor, the March 2025 Check Registers were approved.

SIXTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Present and no update.

B. District Engineer

Not present and no report.

C. District Manager

Ms. Cole informed the Board that the next meeting scheduled is Tuesday, June 3, 2025, at 5:00 p.m.

1. Presentation of Registered Voter Counter

Ms. Cole announced 2,159

SEVENTH ORDER OF BUSINESS Business Items

A. Discussion of Proposed Fiscal Year 2025/2026 Budget

This took place at the workshop previously held prior to the meeting.

B. Consideration of Pressure Washing Proposal

On MOTION by Mr. Frankel, seconded by Mr. Neville, with all in favor, the Premier Pressure Washing proposal was approved.

C. Discussion regarding Fishing on the Ponds

This was tabled at this time.

EIGHTH ORDER OF BUSINESS **HOA Updates**

A. Heritage Harbour Master HOA

There was a discussion regarding Central Ditch and playground shade is three months out.

B. Stoneybrook HOA

There was a discussion regarding the speed bumps.

C. Golf Course Update

Not present and no report.

NINTH ORDER OF BUSINESS **Supervisor Requests**

None at this time.

TENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Frankel, seconded by Mr. Bacon, with all in favor, the meeting was adjourned at 5:11 p.m.
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Secretary / Assistant Secretary	Chairman / Vice Chairman
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MINUTES OF MEETING
HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The Heritage Harbour South Community Development District regular meeting of the Board of Supervisors was held on Tuesday, October 7, 2025, and called to order at 5:00 p.m. at the Stoneybrook Recreation Center, located at 200 Golden Harbour Trail, Bradenton, FL 34212.

Present and constituting a quorum were:

Philip Frankel	Board Supervisor, Chair
Mike Neville	Board Supervisor, Asst. Secretary
Lisa Davis	Board Supervisor, Asst. Secretary
Kevin Kruckeberg	Board Supervisor, Asst. Secretary

Also present were:

Kristee Cole	Senior District Manager, Inframark
Alize Aninipot	District Manager, Inframark
Rick Schappacher	District Engineer, Schappacher Engineering
Andy Cohen	District Counsel, Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Jessica Friday	President of HOA
Mike Bruce	Golf Course President

Audience Members

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Ms. Cole called the meeting to order at 5:00 p.m.

SECOND ORDER OF BUSINESS **Adoption of the Agenda**

Mr. Neville requested that agenda item 6B be moved further down on the Agenda to allow a constituent who reached out to him on the line item time to arrive.

On MOTION by Mr. Neville, seconded by Ms. Davis, with all in favor, the September 2, 2025, Final Agenda was adopted.

THIRD ORDER OF BUSINESS **Audience Comments**

There were no audience comments.

FOURTH ORDER OF BUSINESS **Business Administration**

A. Consideration of Minutes from Regular Meeting on September 2, 2025

Mr. Frankel requested to amend line 123 to state: No one appeared on behalf of The Golf Course, Mr. Bakalar volunteered the information that the villas are still moving forward, but slowly".

On MOTION by Mr. Kruckberg, seconded by Ms. Davis, with all in favor, the minutes from the Regular Meeting from September 2, 2025, were approved, as amended.

B. Review of the August 2025 Check Registers

On MOTION by Mr. Neville, seconded by Mr. Frankel, with all in favor, the August 2025 Check Registers were approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Cohen reported that he had contacted the Master Association's attorney, Ms. Mary Hawk, to discuss the Central Park Agreement and the Regular Maintenance Agreement. Mr. Cohen noted that he had provided redlined revisions on September 25th pertaining to insurance provisions, terms, and updated contact information. The Board requested that District Counsel follow up with Ms. Hawk to obtain her revisions to the agreements prior to the next Board meeting in November.

Mr. Cohen also provided an update regarding a concern raised at the previous meeting about taxes due on a parcel of property that had a tax deed sale notice posted on a tree. Lennar declined to pay the outstanding taxes, and documentation confirmed that Lennar did not agree to satisfy the tax debt. Following consultation with the Chair, payment in the amount of \$13,942.00 was made by September 30th. Mr. Cohen's office confirmed that the tax deed sale scheduled for December 8th was subsequently canceled.

Additionally, Mr. Cohen informed the Board that a second amendment complaint had been received from Aquaterra. The Board requested that District Counsel distribute this document to all Board members for review.

1. Discussion of Land Swap Agreement

Mr. Cohen advised the Board to refrain from making any decisions until the request for sign-off has been completed by Stoneybrook and the Master Association has provided its consent to the agreement. He further recommended consulting with real estate counsel prior to proceeding. District Counsel noted that the Board had previously authorized the Chair to execute the agreement, subject to staff approval.

B. District Engineer

Mr. Schappacher provided an update regarding the installation of sidewalk flumes. Two flumes have been installed to date. He was notified of an additional location a few days prior to the meeting and confirmed that the vendor will be scheduled to complete the installation.

He also clarified his responsibilities concerning the signage located along the main boulevard. The Board requested that reflective signs be ordered, and once received, they will coordinate with the Master Association to arrange installation. Additionally, the Board discussed the existing bike lane signage and requested that some signs be removed, and the posts reused, as the current spacing of approximately every 20 feet was deemed excessive.

Mr. Neville inquired as to why the central ditch had been cleared while the section extending toward Haven Harbour had not. Mr. Frankel stated that he had

spoken with the Master Association, which was not aware that the area had not been cleared. He subsequently met with Cross Creek representatives, who reported no debris concerns. However, Mr. Frankel requested that the area be cleared regardless. Mr. Schappacher noted that the Master Association recommended completing this work during the winter months.

Mr. Neville also referenced an email sent by a resident to Mr. Schappacher and District Management regarding gravel scattered along various roads throughout the community. Mr. Schappacher and management discussed the matter and suggested that the Board consider street sweeping services, noting that this had not been done previously. Mr. Aninipot asked whether the Board would like proposals for review at the next meeting. Mr. Schappacher provided his recommendations, and Mr. Frankel requested that the resident identify and submit specific locations where gravel is present so that the Master Association can be directed to address those areas accordingly.

C. District Manager

Ms. Cole informed the Board that the next meeting scheduled is Tuesday, November 4, 2025, at 5:00 p.m. Ms. Cole provided an update to the Board on Ms. Aninipot's role as the new District Manager.

SIXTH ORDER OF BUSINESS Business Items

A. Discussion Regarding Monuments

Tabled to the November meeting.

C. Discussion Regarding Paving and Striping on Stone Harbour Loop

Mr. Schappacher mentioned he would include the reflective signs in the bid package for the November meeting.

The Board approved Kevin Kruckeberg to be the liaison to work with Mr. Schappacher moving forward on the project.

B. Discussion Regarding Grates not on CDD Property

Mr. Frankel requested that Grate #27 be roped off for safety purposes. The Board approved the replacement of the grate on Camden Harbour, with 100% reimbursement from the Master HOA, as well as the replacement of Grate #27 pursuant to the existing agreement.

On a motion made by Ms. Davis and seconded by Mr. Kruckeberg, and upon unanimous approval, the Board authorized the replacement of the grate located on Camden Harbour, with all associated costs to be fully reimbursed by the Master HOA. Additionally, the Board approved the replacement of Grate #27 in accordance with the terms of the existing agreement.

SEVENTH ORDER OF BUSINESS HOA Updates

A. Heritage Harbour Master HOA

Ms. Friday provided the Board with an update regarding the playground shade structures, noting that, according to the vendor, they are awaiting approval of permits from Manatee County. Regarding the gazebos, the Board was informed that updates from the vendor are still pending.

The next meeting for the Masters will be on the 13th of October at 6:00 pm. Will have more updates at the Nov. meeting.

B. Stoneybrook HOA

There were no updates for the Board.

C. Golf Course Update

Mr. Bruce presented his report to the Board. Mr. Bruce has monthly reports from early summer through September/October.

EIGHTH ORDER OF BUSINESS Supervisor Requests

Mr. Neville questioned the minutes for May 2025 and requested that they be put on the agenda for the next meeting for approval.

NINTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Davis, seconded by Mr. Frankel, with all in favor, the meeting was adjourned at 6:39 p.m.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

Heritage Harbour Golf Club Report

CDD Meeting 10/7/25

Summer 2025 Recap

Spring / Early Summer - Golf Course granted permission to Master Association and SB allowing roving security employees to park personal vehicles and security vehicles in the golf course parking lot during day and night hours while they are performing duties or are stationed in the SB gatehouse for work related purposes.

June / July – Golf Course (Mark Bruce) acted as liaison between Stoneybrook President (Michell Jones) and General Hotel Corp to make way for SB to make cosmetic improvements to the Stoneybrook monument.

August – received inquiries from Nicole Grier (CAM for Fairway Cove building 803) related to recent extreme rain events that seem to be overburdening the drainage system for Hole 16. Met with Nicole and a couple of Fairway Cove Lane Board members and residents on site to discuss the challenges that come with excessive rain events along the boundary of the condo buildings. We discussed potential remedies and pledged to investigate other aspects that may be contributing to the overburdening (roof gutters being direct piped into golf course drains).

Received inquiries from SB residents Mike Smith and Olga Coronas (with copies to Debbie Bataglia and Michell Jones of SB Board looped in) related to the eastern side of the 16th hole where the stormwater and golf course drains that are positioned along the course and home lot border also are being overburdened during extreme rain events and two or three houses are being impacted with water accumulation all around their houses.

Met with Mike Smith on one occasion and also met in person with Olga Coronas and Debbie Bataglia on site to review and discuss current challenges that are present after extreme rain events. Pledged to all to look into solutions to help relieve the stressful situation for residents.

September – Formally retained Morris Engineering & Consulting to perform a detailed analysis of three key items:

1. Drainage challenges and suggested remedies along the Western side of Hole 16 that borders the Fairway Cove Condo buildings.
2. Drainage challenges and suggested remedies along the Eastern side of Hole 16 that borders SB residential SF homes.
3. Rectangular Drainage Grates that border SB residential homes and golf course property.

All reports and suggested remedies presented to Morris Engineering will be shared with Fairway Cove, SB Residents & Board, and CDD South as they become available.

September / October – Club Home Development is poised to sell to DR Horton in the coming weeks. One pending “cloud on title” item that exists with the Stoneybrook Community Association is the final item in need of a resolution. Attorneys for HH Club Holdings (current land owner) and attorney for SB HOA are in communication.

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 09/01/25 to 09/30/25

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

001	100092	09/08/25	PERSSON,COHEN,MOONEY, ET AL P.A.	6287	LEGAL SERVICES 08/25	District Counsel	531146-51401	\$2,045.25
001	100093	09/08/25	INFRAMARK LLC	157166	JUL25 POSTAGE	Miscellaneous Mailings	541030-51301	\$1.32
001	100094	09/15/25	LLS TAX SOLUTIONS INC.	003867	ARBITRAGE SERVICES SERIES 2013A1/A2	ProfServ-Arbitrage Rebate	531002-51301	\$600.00
001	100094	09/15/25	LLS TAX SOLUTIONS INC.	003859	ARBITRAGE SERVICES SERIES 2015	ProfServ-Arbitrage Rebate	531002-51301	\$600.00
001	100095	09/15/25	INFRAMARK LLC	158172	SEPT25 MANAGEMENT SERVICES	District Manager	531150-51301	\$4,550.00
001	100096	09/25/25	BUSINESS OBSERVER INC	25-01704M	NOTICE OF MEETINGS FY 2026	Prepaid Items	155000-51301	\$70.00
001	100097	09/25/25	SCHAPPACHER ENGINEERING LLC	2921	ENGINEERING SRVCS THRU 08/31/25	District Engineer	531147-51501	\$1,858.80
001	100098	09/30/25	INFRAMARK LLC	159264	AUG25 POSTAGE	Miscellaneous Mailings	541030-51301	\$3.54
001	100099	09/30/25	BUSINESS OBSERVER INC	25-01126M	NOTICE OF PUBLIC HEARING 08/05/25	Legal Advertising	548002-51301	\$783.12
001	15140	09/15/25	ALANNA LANDRY	LANDRY 090825	REIMBURSE 2 CKS FROM THE LANDRY'S	Prepaid Items	155000	\$320.00
001	15141	09/15/25	KEN BURTON JR	1442300319-2025	AD VALOREM TAXES FY 2022	Miscellaneous Services	549001-51301	\$1,349.22
001	15142	09/24/25	ALANNA LANDRY	090825 LANDRY	REIMBURSE 2 CHECKS FROM THE LANDRY'S	Prepaid Items	155000	\$320.00
001	15143	09/24/25	US BANK	7869440	SERIES 2015 TRUSTEE FEES 08/01/25-09/30/25	ProfServ-Trustee Fees	531045-51301	\$646.50
001	15143	09/24/25	US BANK	7869440	SERIES 2015 TRUSTEE FEES 10/01/25-07/31/26	Prepaid Items	155000	\$3,232.50
001	DD181	09/08/25	DARNELL BACON -EFT	DB-090225-EFT	BOARD 9/2/25	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD182	09/08/25	MICHAEL J NEVILLE - EFT	MN-090225-EFT	BOARD 9/2/25	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD183	09/08/25	PHILIP I FRANKEL - EFT	PF-090225-EFT	BOARD 9/2/25	P/R-Board of Supervisors	511001-51101	\$200.00
Fund Total								\$16,980.25

DEBT SERVICE FUND SERIES 2013 - 200

200	15139	09/09/25	HERITAGE HARBOUR SO c/o WELLS FARGO	DSXFR 081525	XFR FY 2025 SPECIAL ASSESSMENTS REC.	SERIES 2013 XFR	131000	\$78,856.69
Fund Total								\$78,856.69

Total Checks Paid	\$95,836.94
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INVOICE

Invoice # 6287
Date: 09/02/2025
Due On: 10/02/2025

Heritage Harbour South Community Development District
inframarkcms@payableslockbox.com

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$2,045.25	) - (\$0.00	) = \$2,045.25

HHSOUTH

Heritage Harbour South Community Development District

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	AHC	08/05/2025	Continued review of agenda package. Final preparation for CDD meeting and attend meeting.	4.50	\$303.00	\$1,363.50
Service	AHC	08/06/2025	Follow-up action items from 8/5 CDD meeting. Review public records request and coordinate response with District management.	0.50	\$303.00	\$151.50
Service	AHC	08/27/2025	Tele-conv. with Chair re: Central Park issues. Review records re: waiver and park reservation forms and forward to Chairman.	0.50	\$303.00	\$151.50
Service	AHC	08/29/2025	Tele-conv. with Chair and with District Manager re: public records issue. Exchange e-mails with LWR representatives re: park rules/rates. Review agenda package and prepare for 9/2 CDD meeting.	1.25	\$303.00	\$378.75
Subtotal						\$2,045.25
Total						\$2,045.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6287	10/02/2025	\$2,045.25	\$0.00	\$2,045.25
Outstanding Balance				\$2,045.25
Total Amount Outstanding				\$2,045.25

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

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



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

BILL TO

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

INVOICE#

157166

CUSTOMER ID

C4958

PO#

DATE

8/28/2025

NET TERMS

Due On Receipt

DUE DATE

8/28/2025

Services provided for the Month of: July 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	1	Ea	1.32		1.32
Subtotal					1.32

Subtotal	\$1.32
Tax	\$0.00
Total Due	\$1.32

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

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

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

Account Name: INFRAMARK, LLC

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

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

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

LLS Tax Solutions Inc.

1645 Sun City Center Plz # 5027

Sun City Center, FL 335718003

+18507540311

liscott@llstax.com



INVOICE

BILL TO

Heritage Harbour South

Community Development

District

c/o Inframark

Infrastructure

Management Services

5645 Coral Ridge Drive,

#407

Coral Springs, FL 33076

United States

INVOICE # 003867

DATE 08/28/2025

DUE DATE 09/27/2025

TERMS Net 30

DESCRIPTION	AMOUNT
Total Billing for Arbitrage Services in connection with the Heritage Harbour South Community Development District \$5,915,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-1 (Senior Lien) and \$665,000 Capital Improvement Revenue Refunding Bonds, Series 2013A-2 (Subordinate Lien) – Rebatable Arbitrage Calculation for the period ended July 18, 2025.	600.00
BALANCE DUE	\$600.00

LLS Tax Solutions Inc.

1645 Sun City Center Plz # 5027
Sun City Center, FL 335718003
+18507540311
liscott@llstax.com



INVOICE

BILL TO

Heritage Harbour South
Community Development
District
c/o Inframark
Infrastructure
Management Services
5645 Coral Springs Drive,
#407
Coral Springs, FL 33076
United States

INVOICE # 003859

DATE 08/21/2025

DUE DATE 09/20/2025

TERMS Net 30

DESCRIPTION	AMOUNT
Total Billing for Arbitrage Services in connection with the \$1,685,000 Heritage Harbour South Community Development District Capital Improvement Revenue Refunding Bond, Series 2015 – Rebate Requirement Calculation for the period ended July 20, 2025.	600.00
BALANCE DUE	\$600.00



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

BILL TO

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

INVOICE#

158172

CUSTOMER ID

C4958

PO#

DATE

9/5/2025

NET TERMS

Due On Receipt

DUE DATE

9/5/2025

Services provided for the Month of: September 2025

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

Subtotal	\$4,550.00
Tax	\$0.00
Total Due	\$4,550.00

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

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

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC

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

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

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

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-01704M

Date 09/19/2025

Attn:
Heritage Harbour South CDD - Inframark
313 CAMPUS STREET
CELEBRATION FL 34747

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-01704M

\$70.00

Notice of Public Meeting Dates

RE: Fiscal Year 2025/2026

Published: 9/19/2025

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$70.00

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street

3rd Floor

Sarasota, FL 34236

, 941-906-9386 x322

INVOICE

Legal Advertising

OFFICE OF THE CLERK OF THE
SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS
1100 W. TAMPA AVENUE
SARASOTA, FL 34236
TEL: 941-551-1100
FAX: 941-551-1101
WWW.SARASOTACOUNTYFL.GOV

TO: THE CLERK OF THE
SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS
1100 W. TAMPA AVENUE
SARASOTA, FL 34236
TEL: 941-551-1100
FAX: 941-551-1101
WWW.SARASOTACOUNTYFL.GOV

This invoice is for the legal advertising services provided by the Business Observer to the Sarasota County Board of County Commissioners. The invoice is for the legal advertising services provided by the Business Observer to the Sarasota County Board of County Commissioners. The invoice is for the legal advertising services provided by the Business Observer to the Sarasota County Board of County Commissioners.

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Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Schappacher Engineering LLC

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

Invoice

Date	Invoice #
9/4/2025	2921

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

		Terms	Project	
		Due on receipt	HH South CDD Engineering...	
Serviced	Description	Quantity	Rate	Amount
8/4/2025	Prep work for CDD meeting, review agenda items and print pertinent documents. Discussion with chairperson and review radar sign data.	2	150.00	300.00
8/5/2025	Coordinate with staff and reach out to Marketplace for updates. Review e-mail from board member regarding overgrowth of trail at Beacon Lake. Prep work for upcoming CDD meeting. Site review and attend CDD meeting.	4.25	150.00	637.50
8/6/2025	Follow up with vendors following CDD meeting with Marketplace on entry to restaurants for site visibility.	0.25	150.00	37.50
8/10/2025	CADD efforts to revise Master ownership map.	0.5	129.00	64.50
8/13/2025	Coordinate with printer company and pick up revised ownership maps.	0.5	150.00	75.00
8/14/2025	Review e-mail from CDD manager regarding central ditch ownership. Review plats and Warrantee Deeds. Check Manatee County records to determine ownership and maintenance responsibilities.	1	150.00	150.00
8/15/2025	Respond to Inframark regarding drainage deficiencies and concerns.	0.25	150.00	37.50
8/20/2025	Coordinate with CDD manager on adding a sidewalk flume on Quail Green. Follow up with sign vendor regarding correction on street sign.	0.5	150.00	75.00
8/21/2025	Coordinate with team regarding clearing of vegetation in storm systems.	0.25	150.00	37.50
8/27/2025	Coordinate with CDD supervisor regarding ditch clearing. Coordinate with vendor and respond to supervisor. Download and log site photos of central ditch, respond to CDD and MPOA.	1	150.00	150.00
8/29/2025	Coordinate with board supervisor and MPOA regarding clearing of central ditch.	0.25	150.00	37.50
8/29/2025	Jeffcoat prints & copies	1	256.80	256.80
Due upon request. Please make checks payable to Schappacher Engineering		Total		\$1,858.80

Heritage Harbour Billing Summary

Schappacher Engineering, LLC

Date	General District Svcs, CDD Mtgs	Community Signage & Striping	Radar Signs	Sidewalk & Roadway Review & Repairs	Annual Site Reviews	Storm Water System Inspection & Repairs	Hurricane Assessment Review	Marketplace issues	Ownership and Map Updates	Golf Course Assistance
8/4/2025		75.00	150.00			75.00				
8/5/2025	337.50	75.00		75.00		75.00		75.00		
8/6/2025								37.50		
8/10/2025									64.50	
8/13/2025									75.00	
8/14/2025									150.00	
8/15/2025						37.50				
8/20/2025		37.50		37.50						
8/21/2025						37.50				
8/27/2025						150.00				
8/29/2025						37.50				
8/29/2025									256.80	
Monthly Total	\$337.50	\$187.50	\$150.00	\$112.50	\$0.00	\$412.50	\$0.00	\$112.50	\$546.30	\$0.00
Annual Total	\$4,800.00	\$5,587.50	\$1,087.50	\$5,175.00	\$2,625.00	\$2,587.50	\$1,275.00	\$525.00	\$722.30	\$712.50



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

BILL TO

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

INVOICE#

159264

CUSTOMER ID

C4958

PO#

DATE

9/22/2025

NET TERMS

Due On Receipt

DUE DATE

9/22/2025

Services provided for the Month of: August 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	4	Ea	0.89		3.54
Subtotal					3.54

Subtotal	\$3.54
Tax	\$0.00
Total Due	\$3.54

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

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

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC

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

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

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

2022 Delinquent Real Estate Taxes
 1041 BEN C PRATT 6 MILE CYPRESS RD FORT MYERS FL 33966

Property ID: 1442300319

PROPERTY I.D. NUMBER	UNPAID PRIOR YEAR(S) TAXES NOT INCLUDED IN THIS BILL
1442300319	

LENNAR HOMES LLC
 10481 BEN C PRATT 6 MILE
 FORT MYERS, FL 33966

SEC: 36 TNSHP: 34S RNG: 18E
 ALL OF SEC 35 & 36 LESS THAT PART OF THE SAME
 LYING S OF BRADENTON-ARCADIA RD AS RELOCATED SUBJ
 TO EASMT TO FLA POWER & LIGHT DESC (546/135), LESS
 (CONTINUED ON TAX ROLL)

PAD: 7805 SR 64 E

Calculation Date: 09/02/2025

Certificate Face: Amount: 191.34

Certificate Fee Detail

Fee	Fee Amount	Fee Payment	Fee Balance
ADVS Ad Valorem	141.25	0.00	141.25
NAVS Non Ad Valorem	7.00	0.00	7.00
INTP Interest	4.45	0.00	4.45
COMM Commission	7.64	0.00	7.64
AVRF Advertising Fee	6.00	0.00	6.00
ACTN Auction Fee	25.00	0.00	25.00
INCL Included Tax Year 2023	253.31	0.00	253.31
ITDA Tax Deed Application	75.00	0.00	75.00
ISRC Search Fee	150.00	0.00	150.00
ICLK Clerk Fee	600.00	0.00	600.00
ITDI Tax Deed Interest	39.12	0.00	39.12
ITCI Tax Collector Interest	0.00	0.00	0.00
ITAD Advertising Fee	0.00	0.00	0.00
ITCL Collector Fee	6.25	0.00	6.25
IESF Electronic TD Sale Fee	0.00	0.00	0.00
CINT Certificate Interest (8.25)	34.20	0.00	34.20



Please pay by cash, cashier's check, money order or certified funds to Ken Burton, Jr. Tax Collector * P.O. Box 25300 * Bradenton, FL 34206-5300

Ken Burton, Jr.
 Tax Collector

PROPERTY I.D. NUMBER	UNPAID PRIOR YEAR(S) TAXES NOT INCLUDED IN THIS BILL
1442300319	

AMOUNT DUE IF RECEIVED BY	09/30/2025	10/31/2025	11/30/2025	12/08/2025
	\$1,349.22	\$1,368.77	\$1,388.33	\$1,407.89

LENNAR HOMES LLC
 10481 BEN C PRATT 6 MILE CYPRESS
 FORT MYERS, FL 33966

SEC: 36 TNSHP: 34S RNG: 18E
 ALL OF SEC 35 & 36 LESS THAT PART OF THE SAME
 LYING S OF BRADENTON-ARCADIA RD AS RELOCATED SUBJ

Lusk, Terri

From: Cole, Kristee
Sent: Wednesday, September 10, 2025 12:20 PM
To: Lusk, Terri
Subject: RE: Heritage Harbour South CDD -- Manatee County

Good afternoon, Terri:

There is a tax lien, and it is the property of the CDD that Lennar turned over, yet never paid the back taxes. So we need to get it paid asap or they are going to sell off our property.

Thank you!

Kristee Cole | Senior District Manager



313 Campus Street Celebration, FL 34747

Email: kristee.cole@inframark.com

(M) (813) 382-7355 | www.inframark.com

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



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

From: Lusk, Terri <terri.lusk@inframark.com>
Sent: Wednesday, September 10, 2025 12:15 PM
To: Cole, Kristee <kristee.cole@inframark.com>
Subject: RE: Heritage Harbour South CDD -- Manatee County

Hi Kristee,

How do I know that this is for Heritage Harbour South? We have paid 2 other delinquent tax bills, but Heritage Harbour South was named on the invoice.

This invoice says Lennar Homes and I didn't think that Heritage Harbour South had anything related to the developer left.

Please let me know.

Thanks,
Terri

Terri Lusk | Accountant III



11555 Heron Bay Blvd., Suite 201 | Coral Springs, FL 33076
(O) 954.603.0030 | www.inframark.com

From: Cole, Kristee <kristee.cole@inframark.com>
Sent: Wednesday, September 10, 2025 12:01 PM
To: Lusk, Terri <terri.lusk@inframark.com>
Subject: FW: Heritage Harbour South CDD -- Manatee County

Good afternoon, Terri:

We need to pay this back tax bill. Please let me know what you need from me to get this completed.

Thank you!

Kristee Cole | Senior District Manager



313 Campus Street Celebration, FL 34747
Email: kristee.cole@inframark.com
(M) (813) 382-7355 | www.inframark.com

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

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

From: Andrew Cohen <acohen@flgovlaw.com>
Sent: Tuesday, September 2, 2025 12:20 PM
To: Charles Mann <CharlesMann@paveselaw.com>
Cc: Phil Frankel (seat2@heritageharboursouthcdd.org) <seat2@heritageharboursouthcdd.org>; Cole, Kristee <kristee.cole@inframark.com>
Subject: Heritage Harbour South CDD -- Manatee County

This Message Is From an External Sender

This message came from outside your organization. Please use caution when clicking links.

Hi Charles:

I just left you a VM. Please call me about the attached.

Thank you!
Andy

Andrew H. Cohen

Andrew H. Cohen, Esq.
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Ph: (941) 306-4730 | Fax: (941) 306-4832

A portion of the firm's practice includes the collection of debts. As such this electronic mail transmission may be an attempt to collect a debt, in which case any information which is obtained will be used for that purpose.

This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the listed email address. Thank You.

CHECK REQUEST FORM

Date: 09/08/25

Invoice Number: LANDRY 090825

District / Municipality Name: Heritage Harbour South CDD

Please cut check from Acct. #: BankUnited Acct # 0495

Please issue a check to:

Vendor Name: Alanna Landry
(address change) 142 Fallingbrook Street
Whitby Ontario Canada L1R2G2

Vendor No.: V00046

Check amount: \$320.00

Please code to: 001-155000-1000

Check Description/Reason: Reimburse 2 checks from The Landry's that do not belong to the District.

Mailing instructions: Please mail check with backup.

Requester: Terri Lusk

Manager's Approval: 

Date: 09/08/25

Heritage Harbour South
Community Development District

11555 Heron Bay Blvd., Suite 201, Coral Springs, FL 33076

◆ Phone: (954) 603-0030 ◆

September 8, 2025

Alanna & Scott Landry
142 Fallingbrook Street
Whitby Ontario Canada
L1R2G2

Re: (2) checks

Dear Mr. & Mrs. Landry,

Heritage Harbour South Community Development District received 2 checks from you; 1 in February for \$200 and 1 in April for \$120.

These are not for Heritage Harbour South CDD, so we are returning them as per my conversation with you on 08/25/25.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Terri Lusk

Terri Lusk
District Accountant

Deposit Detail Report

Deposit Detail for Deposit ID: 462524996

Site ID: 7826

Batch ID: 174051748

Customer Name: PINE TREE WATER CONTROL DISTRICT

Worktype: 41 - 41-MER-DR-21:00

Deposit Name:

Deposit Report: PENDING REVIEW

Processing Date: 2025-02-25

Company ID: 267090594-PINETREEWCD

Submit Date/Time: 2025-02-25 16:05

Account Name: DDA HERITAGE HARBOUR SOUTH CDD

Location ID: 7826

Transaction Detail for Transaction ID: 462524996001

Type: ELECTRONIC

Deposit Account: *****0495 - DDA HERITAGE HARBOUR SOUTH CDD

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
		5580-1310		*****0495	310	\$200.00	Credit	

Electronic Credit

BankUnited 01#A017580 Deposit Number: 462524996

Processing Date: 2025-02-25 Deposit Amount: \$ 200.00

Customer Name: PINE TREE WATER CONTROL D

Description:

Online User ID: PINETREEWCDNBlake

Deposit made to: DDA HERITAGE HARBOUR

5580-1310 9856040495 310

For Deposit Only
Acct# 9856040495
DDA HERITAGE HARBOUR
2025-02-25
0000558912
>5580-1310<

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
995559		011103093		*****3582	179	\$200.00	0003	

Account: 268214649 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$200.00

ALANNA LANDRY
SCOTTY LANDRY
7215 RIVER HAMMOCK DR UNIT 105
BRADENTON, FL 34212-8270

Please Contact Any Questions To
(800) 245-2506
Online Bill Payment Processing Center

0000995559
February 07, 2025

TO BANK NA
07268 9030568 007287 007287 00010001 007285

Pay TWO HUNDRED AND 00/100 DOLLARS

TO THE ORDER OF HERITAGE HARBOUR INC
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076-3351

VOID AFTER 180 DAYS
Signature On File
This check has been authorized
by your depositor

*****200.00

995559 011103093 4284273582

521810686

ENCLOSURE HERE

DO NOT WRITE ABOVE OR BELOW THIS LINE

For Deposit Only
Acct# 9856040495
DDA HERITAGE HARBOUR
2025-02-25
0000558912
>5580-1310<

9856040495

Transaction Control Information:

Credit Items: 1

Debit Items: 1

Credit Total: \$200.00

Debit Total: \$200.00

Txn Difference: \$0.00

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: 266214649

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$200.00

ALANNA LANDRY
SCOTT LANDRY
7215 RIVER HAMMOCK DR UNIT 105
BRADENTON, FL 34212-8270

Please Direct Any Questions To
(800) 243-2508
Online Bill Payment Processing Center

309/111

0000995559

February 07, 2025

TD BANK NA

07255 8020959 007267 007267 0001/0001 k007255

Pay TWO HUNDRED AND 00/100 -----

DOLLARS

TO
THE
ORDER
OF

HERITAGE HARBOUR INC
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076-3361



07255

\$ *****200.00



Void After 180 DAYS.
Signature On File
This check has been authorized
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER.

⑈995559⑈

179

Deposit Detail Report

Deposit Detail for Deposit ID: 468449379

Site ID: 7826

Batch ID: 174414182

Customer Name: PINE TREE WATER CONTROL DISTRICT

Worktype: 41 - 41-MER-DR-21:00

Deposit Name:

Deposit Report: PENDING REVIEW

Processing Date: 2025-04-08

Company ID: 267090594-PINETREEWCD

Submit Date/Time: 2025-04-08 15:50

Account Name: DDA HERITAGE HARBOUR SOUTH CDD

Location ID: 7826

Transaction Detail for Transaction ID: 468449379001

Type: ELECTRONIC

Deposit Account: *****0495 - DDA HERITAGE HARBOUR SOUTH CDD

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
		5580-1310		*****0495	310	\$120.00	Credit	

Electronic Credit

BankUnited 01#A017580 Deposit Number: 468449379

Processing Date: 2025-04-08 Deposit Amount: \$ 120.00

Customer Name: PINE TREE WATER CONTROL D

Description:

Online User ID: PINETREEWCDNBlake

Deposit made to: DDA HERITAGE HARBOUR

5580-1310 9856040495 310

For Deposit Only

Acct# 9856040495

DDA HERITAGE HARBOUR

2025-04-08

0000608722

>5580-1310<

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
995567		011103093		*****3582	179	\$120.00	0003	

Account: 268214649 \$120.00

ALANNA LANDRY Please Direct Any Questions To 309/111

SCOTT LANDRY (800) 943-2608 0000995567

2670 HERON HARBOR DR UNIT 105 Online Bill Payment Processing Center April 04, 2025

BRICKENTON, FL 34610-8200

TD BANK NA 12156

12156 8730405 012156 012156 00010001 1012156

Pay ONE HUNDRED TWENTY AND 00/100 DOLLARS

TO THE ORDER OF HERITAGE HARBOUR INC \$ *****120.00

11555 HERON BAY BLVD STE 201 12156

CORAL SPRINGS, FL 33076-3361 Void After 180 DAYS

Signature On File This check has been authorized by your depositor

995567# 101103093 4284273582# 179

531619985

ENCLOSURE HERE

4856040495

For Deposit Only

Acct# 9856040495

DDA HERITAGE HARBOUR

2025-04-08

0000608722

>5580-1310<

Transaction Control Information:

Credit Items: 1 Credit Total: \$120.00 Txn Difference: \$0.00

Debit Items: 1 Debit Total: \$120.00

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: 266214649

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$120.00

ALANNA LANDRY
SCOTT LANDRY
7215 RIVER HAMMOCK DR UNIT 105
BRADENTON, FL 34212-8270

Please Direct Any Questions To
(800) 243-2508
Online Bill Payment Processing Center

309/111

0000995567

April 04, 2025

TD BANK NA

12156 8706045 012168 012168 0001/0001 k012156

Pay ONE HUNDRED TWENTY AND 00/100 -----

DOLLARS

TO
THE
ORDER
OF

HERITAGE HARBOUR INC
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076-3361



\$ *****120.00



Void After 180 DAYS.
Signature On File
This check has been authorized
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER

⑈995567⑈

179

CHECK REQUEST FORM

Date:	<u>09/08/25</u>
Invoice Number:	<u>LANDRY 090825</u>
District / Municipality Name:	<u>Heritage Harbour South CDD</u>
Please cut check from Acct. #:	<u>BankUnited Acct # 0495</u>
Please issue a check to:	
Vendor Name:	<u>Alanna Landry</u>
(address change)	<u>142 Fallingbrook Street</u>
	<u>Whitby Ontario Canada L1R2G2</u>
	<u></u>
Vendor No.:	<u>V00046</u>
Check amount:	<u>\$320.00</u>
Please code to:	<u>001-155000-1000</u>
Check Description/Reason:	<u>Reimburse 2 checks from The Landry's that do not belong to the District.</u>
Mailing instructions:	<u>Please mail check with backup.</u>
Requester:	<u>Terri Lusk</u>
Manager's Approval:	<u></u>
Date:	<u>09/08/25</u>

Heritage Harbour South
Community Development District
11555 Heron Bay Blvd., Suite 201, Coral Springs, FL 33076
♦ Phone: (954) 603-0030 ♦

September 8, 2025

Alanna & Scott Landry
142 Fallingbrook Street
Whitby Ontario Canada
L1R2G2

Re: (2) checks

Dear Mr. & Mrs. Landry,

Heritage Harbour South Community Development District received 2 checks from you; 1 in February for \$200 and 1 in April for \$120.

These are not for Heritage Harbour South CDD, so we are returning them as per my conversation with you on 08/25/25.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Terri Lusk

Terri Lusk
District Accountant

Deposit Detail Report

Deposit Detail for Deposit ID: 462524996

Site ID: 7826

Batch ID: 174051748

Customer Name: PINE TREE WATER CONTROL DISTRICT

Worktype: 41 - 41-MER-DR-21:00

Deposit Name:

Deposit Report: PENDING REVIEW

Processing Date: 2025-02-25

Company ID: 267090594-PINETREEWCD

Submit Date/Time: 2025-02-25 16:05

Account Name: DDA HERITAGE HARBOUR SOUTH CDD

Location ID: 7826

Transaction Detail for Transaction ID: 462524996001

Type: ELECTRONIC

Deposit Account: *****0495 - DDA HERITAGE HARBOUR SOUTH CDD

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
		5580-1310		*****0495	310	\$200.00	Credit	

Electronic Credit

BankUnited 01#A017580 Deposit Number: 462524996

Processing Date: 2025-02-25 Deposit Amount: \$ 200.00

Customer Name: PINE TREE WATER CONTROL D

Description:

Online User ID: PINETREEWCDNBlake

Deposit made to: DDA HERITAGE HARBOUR

5580-1310 9856040495 310

For Deposit Only

Acct# 9856040495

DDA HERITAGE HARBOUR

2025-02-25

0000558912

>5580-1310<

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
995559		011103093		*****3582	179	\$200.00	0003	

Account: 268214649 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$200.00

ALANNA LANDRY Please Contact Any Questions To 309111

SCOTTY LANDRY (800) 245-2506 Online Bill Payment Processing Center 0000995559

724 RIVER HAMMOCK DR UNIT 105 February 07, 2025

BRADENTON, FL 34104-8209

TO BANK NA DOLLARS

07268 9030568 007287 007287 00010001 007285

Pay TWO HUNDRED AND 00/100 *****200.00

TO THE ORDER OF HERITAGE HARBOUR INC 11555 HERON BAY BLVD STE 201 07255 Void After: 180 DAYS Signature On File This check has been authorized by your depositor

995559 011103093 4284273582 179

521810686

ENCLOSURE HERE

9856040495

For Deposit Only

Acct# 9856040495

DDA HERITAGE HARBOUR

2025-02-25

0000558912

>5580-1310<

Transaction Control Information:

Credit Items: 1

Debit Items: 1

Credit Total: \$200.00

Debit Total: \$200.00

Txn Difference: \$0.00

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: 266214649

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$200.00

ALANNA LANDRY
SCOTT LANDRY
7215 RIVER HAMMOCK DR UNIT 105
BRADENTON, FL 34212-8270

Please Direct Any Questions To
(800) 243-2508
Online Bill Payment Processing Center

309/111

0000995559

February 07, 2025

TD BANK NA

07255 8020959 007267 007267 0001/0001 k007255

Pay TWO HUNDRED AND 00/100 -----

DOLLARS

TO
THE
ORDER
OF

HERITAGE HARBOUR INC
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076-3361



07255

\$ *****200.00



Void After 180 DAYS.
Signature On File
This check has been authorized
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER.

⑈995559⑈

179

Deposit Detail Report

Deposit Detail for Deposit ID: 468449379

Site ID: 7826

Batch ID: 174414182

Customer Name: PINE TREE WATER CONTROL DISTRICT

Worktype: 41 - 41-MER-DR-21:00

Deposit Name:

Deposit Report: PENDING REVIEW

Processing Date: 2025-04-08

Company ID: 267090594-PINETREEWCD

Submit Date/Time: 2025-04-08 15:50

Account Name: DDA HERITAGE HARBOUR SOUTH CDD

Location ID: 7826

Transaction Detail for Transaction ID: 468449379001

Type: ELECTRONIC

Deposit Account: *****0495 - DDA HERITAGE HARBOUR SOUTH CDD

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
		5580-1310		*****0495	310	\$120.00	Credit	

Electronic Credit

BankUnited 01#A017580 Deposit Number: 468449379

Processing Date: 2025-04-08 Deposit Amount: \$ 120.00

Customer Name: PINE TREE WATER CONTROL D

Description:

Online User ID: PINETREEWCDNBlake

Deposit made to: DDA HERITAGE HARBOUR

5580-1310 9856040495 310

For Deposit Only
Acct# 9856040495
DDA HERITAGE HARBOUR
2025-04-08
0000608722
>5580-1310<

AUX/Serial	RIC	RT	WAUX/FLD4	Account	Check	Amount	Item Type	Item Status
995567		011103093		*****3582	179	\$120.00	0003	

Account: 268214649 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER \$120.00

ALANNA LANDRY
SCOTT LANDRY
2510 RIVER HAMMOCK DR UNIT 105
BRICKENTON, FL 34610-8200

Please Direct Any Questions To
(800) 943-2508
Online Bill Payment Processing Center

0000995567
April 04, 2025

TD BANK NA
12156 8730045 0121068 012188 000100001 4012156

Pay ONE HUNDRED TWENTY AND 00/100 DOLLARS

TO THE ORDER OF HERITAGE HARBOUR INC
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076-3361

12156

Void After 180 DAYS
Signature On File
This check has been authorized
by your depositor

\$ *****120.00

995567 101103093 4284273582 179

531619985

ENCLOSURE HERE

4856040495

For Deposit Only
Acct# 9856040495
DDA HERITAGE HARBOUR
2025-04-08
0000608722
>5580-1310<

Transaction Control Information:

Credit Items: 1

Credit Total: \$120.00

Txn Difference: \$0.00

Debit Items: 1

Debit Total: \$120.00

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: 266214649

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$120.00

ALANNA LANDRY
SCOTT LANDRY
7215 RIVER HAMMOCK DR UNIT 105
BRADENTON, FL 34212-8270

Please Direct Any Questions To
(800) 243-2508
Online Bill Payment Processing Center

309/111

0000995567

April 04, 2025

TD BANK NA

12156 8706045 012168 012168 0001/0001 k012156

Pay ONE HUNDRED TWENTY AND 00/100 *****

DOLLARS

TO
THE
ORDER
OF

HERITAGE HARBOUR INC
11555 HERON BAY BLVD STE 201
CORAL SPRINGS, FL 33076-3361



12156

SCANNED

\$ *****120.00



Void After 180 DAYS.
Signature On File
This check has been authorized
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER

⑈995567⑈

179

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-01126M

Date 07/11/2025

Attn:
Heritage Harbour South CDD - Inframark
313 CAMPUS STREET
CELEBRATION FL 34747

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-01126M

\$783.12

Notice of Public Hearing

RE: Meeting on August 5, 2025 at 5:00pm; Heritage Harbour South CDD

Published: 7/11/2025, 7/18/2025

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$783.12

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 7869440
Account Number: 222068000
Invoice Date: 08/25/2025
Direct Inquiries To: Duffy, Leanne M
Phone: (407)-835-3807

Heritage Harbour South CDD
c/o Inframark
5645 Coral Ridge Drive, no. 407
Coral Springs, FL 33076
United States

HERITAGE HARB S 2015

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$3,879.00

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

HERITAGE HARB S 2015

Invoice Number: 7869440
Account Number: 222068000
Current Due: \$3,879.00

Direct Inquiries To: Duffy, Leanne M
Phone: (407)-835-3807

Wire Instructions:

U.S. Bank
ABA # 091000022
Acct # 1-801-5013-5135
Trust Acct # 222068000
Invoice # 7869440
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 7869440
Invoice Date: 08/25/2025
Account Number: 222068000
Direct Inquiries To: Duffy, Leanne M
Phone: (407)-835-3807

3/3

HERITAGE HARB S 2015

Accounts Included 222068000 222068001 222068002 222068003 222068004
In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,600.00	100.00%	\$3,600.00
Subtotal Administration Fees - In Advance 08/01/2025 - 07/31/2026				\$3,600.00
Incidental Expenses 08/01/2025 to 07/31/2026	3,600.00	0.0775		\$279.00
Subtotal Incidental Expenses				\$279.00
TOTAL AMOUNT DUE				\$3,879.00



Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Heritage Harbour South

Board Meeting Date: September 2nd, 2025

	Name	In Attendance Please X	Paid
1	Philip Frankel	x	\$200
2	Mike Neville	x	\$200
3	Darnell Bacon	x	\$200
4	Lisa Davis	x	yes
5	Kevin Kruckeberg	x	yes

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

Approved for payment:

Allize Aninipot
District Manager Signature

9/4/2025
Date

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

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name:	<u>Heritage Harbour South</u>
Board Meeting Date:	<u>September 2nd, 2025</u>

Name	In Attendance Please X	Paid
1 Philip Frankel	x	\$200
2 Mike Neville	x	\$200
3 Darnell Bacon	x	\$200
4 Lisa Davis	x	yes
5 Kevin Kruckeberg	x	yes

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

Approved for payment:

Allize Aninipot
District Manager Signature

9/4/2025
Date

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

Attendance Confirmation
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BOARD OF SUPERVISORS

District Name:	<u>Heritage Harbour South</u>
Board Meeting Date:	<u>September 2nd, 2025</u>

Name	In Attendance Please X	Paid
1 Philip Frankel	x	\$200
2 Mike Neville	x	\$200
3 Darnell Bacon	x	\$200
4 Lisa Davis	x	yes
5 Kevin Kruckeberg	x	yes

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

Approved for payment:

Allize Aninipot
District Manager Signature

9/4/2025
Date

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

CHECK REQUEST FORM

District Name: Heritage Harbour South

Date: August 15, 2025

Invoice Number: DSXfr 081525

Please issue a check to:

Vendor Name: Heritage Harbour South c/o Wells Fargo

Vendor No.: V00031

Check amount: \$78,856.69

Please cut check from Acct. #: BankUnited GF Acct# 0495

Please code to: 200-131000-1000

Series 2013

Check Description/Reason: Xfr FY 2025 Special Assessments received

Mailing instructions: Please FedEx with letter to Trustee at Wells Fargo

Due Date for Check: include in next AP batch

Requestor: Terri Lusk

Manager's Approval: Lucy McDonald

Date: 8/15/2025

HERITAGE HARBOUR SOUTH

Community Development District
11555 Heron Bay Blvd., Suite 201
Coral Springs, Florida 33076
(954) 603-0030

August 15, 2025

Wells Fargo Bank - CTS payment processing
Lockbox Services 856470
1801 Parkview Dr, 1st Floor
Shoreview, MN 55126

SERIES 2013

Re: FY 2025 Special Assessment Collections

To Whom it May Concern:

Enclosed please find the following check representing special assessments collected for Heritage Harbour South Community Development District.

Series 2013 \$ 78,856.69

Please deposit these funds into the Series 2013 Revenue account.

Account # 46553300

Should you have any questions, please do not hesitate to contact me at (954) 603-0030.

Sincerely,

HERITAGE HARBOUR SOUTH COMMUNITY DEVELOPMENT DISTRICT



Terri Lusk
District Accountant

**AGREEMENT BETWEEN HERITAGE HARBOUR SOUTH COMMUNITY
DEVELOPMENT DISTRICT AND HERITAGE HARBOUR MASTER ASSOCIATION
INC. REGARDING CENTRAL PARK AMENITY MANAGEMENT**

THIS AGREEMENT (hereinafter referred to as this “Agreement”) is made and entered between Heritage Harbour South Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter referred to as the “District” or “CDD”) and Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, whose address is c/o Inframark, IMS Management Services, 2654 Cypress Ridge Road, Suite 101, Wesley Chapel, Florida 33544 (hereinafter referred to as the “HOA”).

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

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

WHEREAS, the HOA desires to manage, operate and maintain improvements and activities on property currently owned by the CDD with multiple amenities including, but not limited to, baseball fields, a lighthouse, soccer fields and a playground area (hereinafter, collectively referred to as “Central Park”), all as depicted in **Exhibit “A”**; and

WHEREAS, the HOA and the CDD have a mutual interest in insuring that the Central Park facilities and activities are managed, operated, and maintained to the highest standards in accordance with this Agreement; and

WHEREAS, the CDD will retain ownership of the Central Park areas and improvements currently owned by the CDD and the HOA will assume and be responsible for the management, operation and maintenance of the park amenities in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth above and the covenants, obligations, duties, and benefits set forth below, the CDD and the HOA agree as follows:

SECTION 1. RECITALS; PURPOSE

The Recitals set forth above are hereby adopted and incorporated into this Agreement as if more fully set forth herein. The purpose of this Agreement is to set forth the covenants and conditions under which the HOA will manage, operate and maintain Central Park and accomplish the objectives set forth in the Recitals.

SECTION 2. GENERAL PROJECT DESCRIPTION

During the term of this Agreement and any renewals thereof, the HOA shall manage, operate, and maintain Central Park at no cost to the CDD. However, the foregoing does not preclude cost sharing among the parties in the future if both parties mutually agree in writing for the best interest of the community. Further, any capital improvement made by the HOA to Central Park with a total cost exceeding One Hundred Thousand and 00/100 Dollars (**\$100,000.00**) must first receive approval from the CDD.

SECTION 3. HOA'S OBLIGATIONS

The HOA shall, at its sole cost and expense, in a satisfactory and proper manner, as determined by the CDD and the HOA, perform all tasks necessary to maintain, manage and operate Central Park including, but not limited to, the following:

1. The HOA shall hire, provide, and/or pay for all contractors, subcontractors, labor, materials, services, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for proper maintenance and management of Central Park.
2. The HOA shall manage and operate all amenities including, but not limited to, the baseball fields, soccer fields, lighthouse and playground and related infrastructure at Central Park.
3. The HOA shall obtain and pay for all permits, licenses, governmental fees, and inspections necessary for proper maintenance, management, and operation of Central Park.
4. The HOA shall be solely responsible for the maintenance, management and operation of Central Park including any costs associated therewith, as may be required by any applicable codes, ordinances, rules and regulations, orders of public agencies, and laws, whether governmental or non-governmental.
5. The HOA shall ensure all contractors, subcontractors, laborers, materialmen, employees, agents, and others working on the management and maintenance of Central Park comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to performance of the work required for proper maintenance and management of Central Park.
6. The HOA shall provide all utilities required by the contractors, subcontractors, laborers, materialmen, employees, agents, and others performing work at Central Park.
7. With the exception of real estate taxes, if any, the HOA shall pay all taxes required by law in connection with the management of Central Park, including sales, use, and similar taxes, and shall secure and pay the fees for all licenses and permits necessary for proper maintenance and management of Central Park.
8. The HOA has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of users of Central Park and those performing work at Central Park. In this regard, the HOA shall take reasonable precautions for the safety of all users and other persons who might provide work at Central Park, complying with all applicable laws, ordinances, rules, regulations, and orders.

9. The HOA shall be solely responsible for all services referenced under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work, as well as adherence to this Agreement. It shall supervise and direct its contractors, subcontractors, laborers, materialmen, employees, agents, and others working on maintaining and managing Central Park to the best of its ability and give all attention necessary for such proper supervision and direction.
10. The HOA shall maintain at all times strict discipline among its contractors, subcontractors, laborers, materialmen, employees, agents and others working on the management and maintenance of Central Park and agrees not to employ for work on the project any contractors, subcontractors, laborers, materialmen, employees, agents and others working on the management and maintenance of Central Park unfit or without sufficient skill to perform the job for which such contractors, subcontractors, laborers, materialmen, employees, agents and others working on the management and maintenance of Central Park were retained. The HOA agrees to abide by all applicable laws including but not limited to Federal anti-discrimination laws.
11. The HOA shall maintain and manage Central Park in the same fashion and to the same standards or better than Central Park is currently being maintained and managed, as determined in the reasonable discretion of the CDD.
12. The HOA shall communicate in writing, electronic or hard copy, with the CDD regarding any changes to the management and maintenance standards. The CDD shall respond in writing, electronic or hard copy, within five (5) business days and state whether it has any objections to the changes and, if so, specify the objections and actions that must be taken by HOA. HOA shall notify the CDD in writing within two (2) business days if HOA disputes the CDD's objections, in which event HOA and a CDD representative agree to meet and confer within five (5) business days of HOA's written dispute notice to the CDD to try to resolve any differences.
13. The HOA may enter into contracts with vendors, teams, programs or organizations to use the amenities within Central Park to host games, practices, tournaments and events and to operate concessions for which the HOA shall be responsible for all costs and entitled to retain all revenue unless otherwise agreed to by and between the HOA and any such vendors, teams, programs or organizations.

SECTION 4. CDD OBLIGATIONS

Subject to the HOA's compliance with the requirements set forth below, the CDD agrees to provide access to Central Park and all its facilities to the HOA and its subcontractors, vendors, invitees, licensees, and guests performing services pursuant to this Agreement or entering upon or using Central Park and its facilities as contemplated under this Agreement.

SECTION 5. TERM

After execution by the last of both parties to this Agreement, the term of this Agreement shall be for a period of three (3) years from [REDACTED]. Thereafter, this Agreement renews automatically for one (1) year periods unless terminated or modified as referenced herein. Either party may terminate this Agreement for any reason in its sole and absolute discretion with or without cause on September 30th of each calendar year provided the terminating party provides

the other party written notice of termination (either by hand delivery, electronic mail or certified mail return receipt requested) no later than February 28th of such calendar year. If notice of termination is not received by the receiving party by February 28th of each year, then the effective date of termination shall be September 30th of the following calendar year, unless otherwise agreed to by both parties in writing. The notice shall be sent to the parties at the address as set forth in this Agreement or such other address provided in writing by each party.

SECTION 6. INSURANCE

Before performing any services related to this Agreement, the HOA shall assure that all contractors and subcontractors performing the work on CDD facilities have secured insurance for the performance of their services from providers licensed in the State of Florida, with limits of liability not less than the following:

Workers Compensation: Statutory

General Liability

Bodily Injury \$1,000,000/\$2,000,000

Property Damage \$1,000,000/\$2,000,000

Vehicle Insurance \$500,000 per claim with annual aggregate of not less than \$1,000,000

The CDD, its supervisors, officers, agents, employees, and volunteers shall be named as additional insureds. At no time shall an individual or company performing work on CDD property be without insurance in the above amounts. Any agreement to perform services shall further provide that no policy may be cancelled without providing at least thirty (30) days' written notice to the CDD and the HOA. Insurance shall be from a reputable insurance carrier subject to the reasonable approval of the CDD. If at any time a vendor fails to adhere to the referenced insurance requirements, the CDD has the authority to terminate this Agreement immediately.

The District agrees to include the playground equipment and other improvements installed by the HOA on District property under its insurance coverage. In the event of any insurance claim arising from or related to the physical playground equipment or such other improvements, any proceeds shall be paid directly to the HOA for the repair, or replacement, of such equipment/improvements.

SECTION 7. REPRESENTATIVES

CDD designates its District Manager to act as the CDD's representative with respect to this Agreement. The District Manager shall have complete authority to transmit decisions, receive information, interpret, and define the District's policies and decisions with respect to the Agreement and the HOA may rely on such authority. The HOA and CDD will also each identify an individual who will be designated as the liaison for their respective boards for the purposes of this Agreement.

SECTION 8. OWNERSHIP

The CDD shall retain sole ownership of the Central Park areas it currently owns. No actions by this Agreement on the part of the CDD or the HOA shall transfer ownership of Central Park. In addition, the CDD reserves all rights to sell any or all of the Central Park areas it owns at a future date should it so decide but shall furnish the HOA sufficient notice in advance to allow for the HOA to complete any existing obligations under any existing contracts with respect to the use of Central Park.

SECTION 9. REPORTING

The HOA shall submit a semi-annual maintenance and management report to the CDD. The report, at a minimum, shall outline all tasks completed to date, pictures, permits, inspection reports, tasks to be completed, and a timeline to project completion. All reports shall be signed and dated by the HOA President.

SECTION 10. EFFECTIVE DATE.

The Effective Date of this Agreement shall be as referenced in Section 5 above. *This Agreement amends and supersedes the previous Agreement between the parties executed October 2014 and such earlier Agreement shall have no further effect.*

SECTION 11. INSPECTIONS

The CDD's agents and representatives shall have the right to inspect Central Park at any time. CDD inspections or lack of inspections shall not relieve the HOA of any responsibility, obligation, or liability assumed herein.

SECTION 12. AUTHORIZATION

The execution of this Agreement has been duly authorized by the appropriate body or official of the CDD and the HOA and both the CDD and HOA have the full power and authority to comply with the terms and provisions of this Agreement.

SECTION 13. ATTORNEY'S FEES.

If any litigation occurs between the parties as a result of this Agreement or any document or act required by this Agreement, including but not limited to the CDD's enforcement of the HOA's indemnification responsibilities referenced herein, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.

SECTION 14. COMPLIANCE WITH ALL APPLICABLE LAWS

The parties agree to observe and comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to their operations under this Agreement.

SECTION 15. THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the CDD and the HOA and no right or cause of action shall accrue upon or by reason to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the CDD and the HOA any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the CDD and the HOA and their respective representatives, successors and assigns. Any warranties provided to the HOA by its subcontractors and/or vendors performing work pursuant to this Agreement shall be transferable to the CDD as a third-party beneficiary.

SECTION 16. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

SECTION 17. ARM'S LENGTH TRANSACTION

This Agreement has been negotiated fully between the CDD and the HOA as an arm's length transaction. The CDD and the HOA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provisions of this Agreement, the parties are each deemed to have drafted, chose and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 18. LIMITATIONS ON GOVERNMENT LIABILITY

Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 19. 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 same instrument.

SECTION 20. AUDITS

In the performance of this Agreement, the HOA shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, the HOA books, records, and accounts related to performance of this Agreement shall be open to inspection by an authorized CDD representatives during regular business hours and shall be retained by the HOA for a period of five (5) years after termination or completion of the Agreement, or until any litigation and/or claims stemming from this Agreement are complete, whichever comes last. All books, records, and accounts related to performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

SECTION 21. ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 22. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall lie in a court of competent jurisdiction in Manatee County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 23. PUBLIC RECORDS

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

IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (954) 603-0033 EXT. 40532, PUBLICRECORDS@INFRAMARK.COM OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

SECTION 24. INDEMNIFICATION

The HOA agrees to be liable for any and all damages, losses, and expenses incurred by the CDD caused by the negligent, breach of contract, or willful acts and/or omissions of the HOA or any of their employees, agents, contractors, subcontractors, and/or representatives related to this Agreement. The HOA agrees to indemnify, defend, and hold the CDD harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the HOA or any of their employees, agents, contractors, subcontractors and/or representatives related to this Agreement.

SECTION 25. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 26. ASSIGNMENT

This Agreement shall be assignable by the HOA only upon the express written consent of CDD.

SECTION 27. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 28. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CDD and the HOA. All notices required and/or made pursuant to this Agreement to be given to the CDD and/or the HOA, shall be in writing and unless specifically stated otherwise, given by means of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

If to the District:

Heritage Harbour South Community Development District
313 Campus Street
Celebration, Florida 34747
Attn: District Manager

With a copy to:

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

If to the HOA:

Heritage Harbour Master Association, Inc.
c/o Inframark, IMS Management Company
2654 Cypress Ridge Boulevard, Suite 101
Wesley Chapel, Florida 33544

With a copy to:

Mary Hawk, Esq.
Becker & Poliakoff
1001 3rd Avenue West, Suite 300
Bradenton, Florida 34205

SECTION 29. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 30. HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

HOA and its Contractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. HOA agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that HOA has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for

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

SECTION 32. NON-COERCION AFFIDAVIT

HOA shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the CDD and the HOA do hereby authorize and have executed this Agreement as of the dates written.

ATTEST:

Heritage Harbour South

Community Development District

Secretary/Assistant Secretary

Chairman of the Board of Supervisors

Date: _____

Signature of Witness

Heritage Harbour Master Association Inc.

Print Name: _____

Signature of Witness

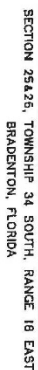
Its: _____

Date _____

Exhibit “A”

FOR

-LOCATION MAP

SITE MAP

PREPARED FOR
HARBORVEST, L.L.C.

HARBORVEST, L.L.
325 INTERSTATE BLVD.
SARASOTA, FL. 34240
(941) 377-1222

UTILITY SERVICE PROVIDERS

WALTER	MANATEE COUNTY
SEWER	MANATEE COUNTY
ELECTRICS	FLORIDA POWER & LIGHT
PHONE	VERIZON
CABLE	MANATEE COUNTY
STRATEGIC TECHNOLOGIE	

PROJECT CONTACTS

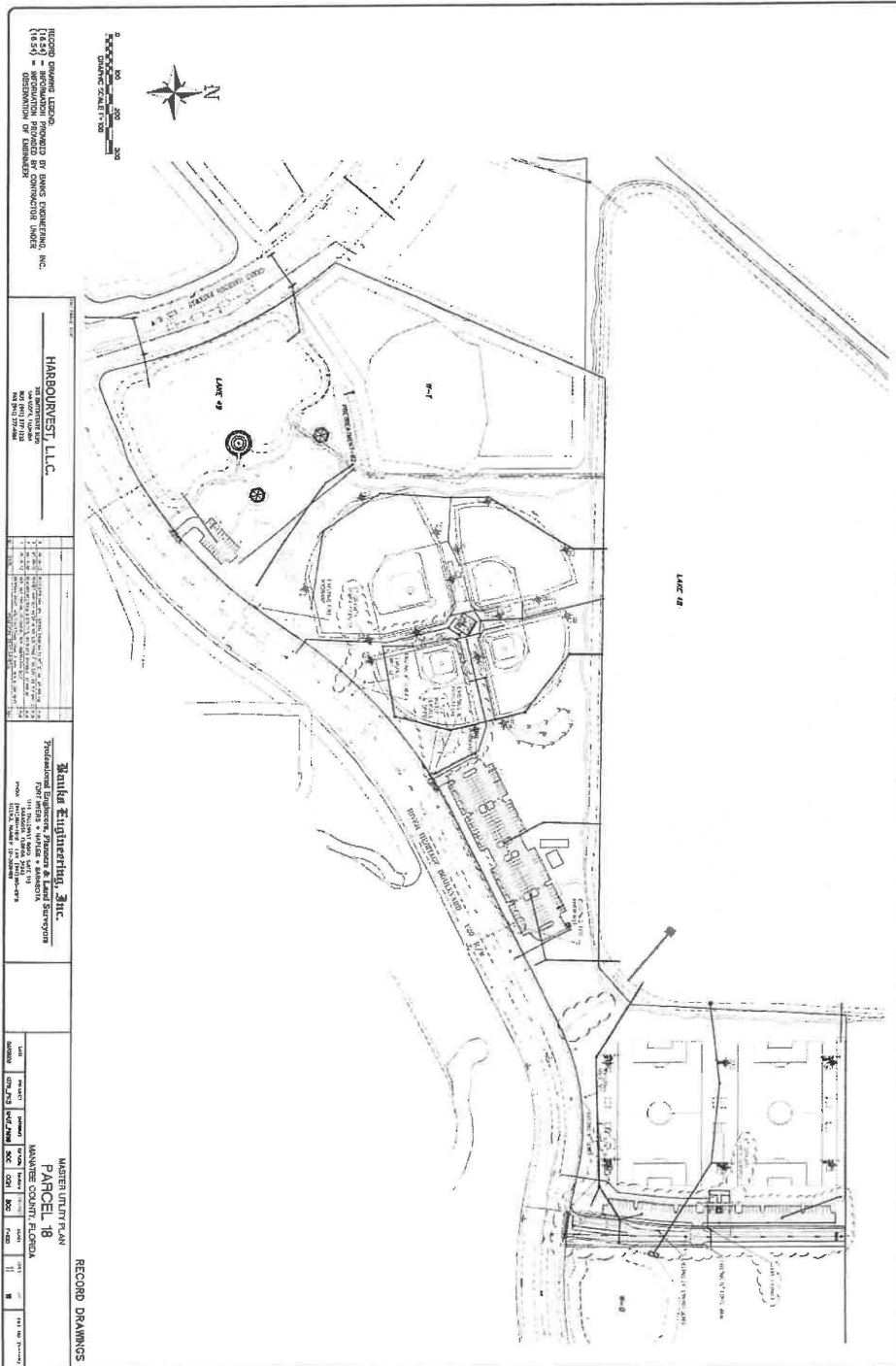
<u>EVANS ENGINEERING, INC.,</u>	<u>PHONE</u>
R.A. GONZALEZ, P.E.	841-360-1818
SHAPE COORD., P.E.	841-360-1818

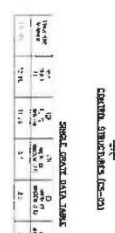
Wards Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

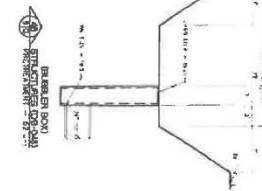
1164 TALLEMADE ROAD, SUITE 110
SAVANNAH, FLORIDA 39303
PHONE: (914) 260-1718 FAX: (914) 260-0818
LIC#BME 061400838 EB-0008419







Hand-drawn structural diagram of a chimney cross-section. The diagram shows a central vertical shaft with a diameter of 1.00 m. The shaft is surrounded by a brickwork structure with a thickness of 0.25 m. The total diameter of the brickwork is 1.50 m. The height of the chimney is 10.00 m. The diagram is labeled with dimensions and a scale of 1:100. The text "DIREKTORAT DAERAH" is visible at the bottom left.



Journal of Interpersonal Violence 27(10) 1968-1984
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<http://jiv.sagepub.com>

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

This Agreement is made and entered into this ____ day of _____, 2025 by and between:

Heritage Harbour South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 313 Campus Street, Celebration, Florida 34747 (the "District" or "CDD") and

Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation, whose address is c/o Inframark, IMS Management Company, 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, Florida 33544 (the "HOA").

RECITALS

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

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

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

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

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

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

WHEREAS, the HOA is willing to contract with vendors that meet the requirements for insurance

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

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

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **Scope of Work.** The HOA will perform the tasks listed in the Scope of Work at Exhibit B ("Scope") ensuring full compliance with all applicable statutes including the general law charter of the District, ordinances, District rules and administrative rules and regulations, applicable permit requirements and all applicable law. The District shall provide HOA all such rules of the District that govern this Agreement. All contracts that exceed the limits established by law for public competitive bidding shall comply with the competitive procurement requirements of the District's operating rules and applicable statutory law.
3. **Funding.** The HOA will provide the funding for the services provided in the Scope of Work. Upon request by the District, the HOA will provide copies of its proposed budgets for each fiscal year. Repairs required for District-owned property will be reported to the District Manager by the HOA and coordinated by and funded by the responsible party referenced in the Scope of Work which in some cases might be considered as a Capital Expense to be funded by the District.
4. **Term and Renewal.** The term of this Agreement shall be three (3) years from execution by the last of both parties to this Agreement. This Agreement renews automatically for one (1) year periods unless terminated or modified as referenced herein. Either party may terminate this Agreement for any reason in its sole and absolute discretion, with or without cause, on September 30th of each calendar year provided the terminating party provides the other party written notice of termination no later than February 28th of such calendar year. If notice of termination is provided after February 28th of each year, then the effective date of termination shall be September 30th of the following calendar year. The notice shall be sent to the parties at the address as set forth in this Agreement or such other address provided in writing by each party.
5. **Insurance.** Before performing any services related to this Agreement, the HOA shall assure that all contractors and sub-contractors performing work on the District Facilities (hereinafter collectively referred to as "Contractor") have secured insurance for the performance of their services with limits of liability not less than the following:

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

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

6. **Indemnification.** Neither the District nor its management shall be liable to the HOA for any injury, loss or damage to person or property, unless caused by the gross negligence or willful misconduct of either the management or the District or unless arising out of a material breach of this Agreement by the District. The HOA does hereby indemnify and hold harmless the District, its officers, agents, and employees from liabilities, damages, losses and costs of every kind (including, but not limited to, reasonable attorney's fees and punitive damages) incurred by the District as a result of the HOA performing the services referenced herein including but not limited to all damages sustained by the District to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the HOA and/or its Contractors and persons or entities employed or utilized by the Contractors in the performance of this Agreement. Should the HOA become aware of any claim that could potentially give rise to liability of the District, the HOA shall notify the District immediately.

7. **District Representative.** The District designates its District Manager to act as the District's representative with respect to this Agreement. The District Manager shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to this Agreement and the HOA may rely on such authority. The HOA and the District will also identify an individual who will be designated as the liaison for their respective Boards for the purposes of this Agreement.

8. **Assignment.** Neither the District nor the HOA may assign this Agreement without the prior written approval of the other. No employees, agents or representatives of the District or the HOA are personally or individually bound by this Agreement.

9. **Attorney's Fees.** If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.

10. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the HOA relating to the subject matter of this Agreement. *This Agreement amends and supersedes the previous Maintenance Agreement between the parties executed on or about February 15, 2021 and such earlier Agreement shall have no further effect.*

11. **Amendments and Waivers.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the HOA. A waiver by either party of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement.

12. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the HOA and both the District and the HOA have full power and authority to comply with the terms and provisions of this instrument.

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

If to the District:

Heritage Harbour South Community Development District
313 Campus Street
Celebration, Florida 34747
Attn: District Manager

With a copy to:

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

If to the HOA:

Heritage Harbour Master Association, Inc.
c/o Inframark, IMS Management Company
2654 Cypress Ridge Boulevard, Suite 101
Wesley Chapel, Florida 33544

With a copy to:

Mary Hawk, Esq.
Becker & Poliakoff
1001 3rd Avenue West, Suite 300
Bradenton, Florida 34205

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

14. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the HOA and no right or cause of action shall accrue upon or by reason, to or for the benefit of any

third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the HOA any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the HOA and their respective representatives, successors and assigns.

15. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be Manatee County, Florida.

16. **Effective Date.** This Agreement shall be effective after execution by both the District and the HOA and shall remain in effect for the term as referenced above.

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

18. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

19. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the HOA as an arm's length transaction. The District and the HOA participated fully In the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and any doubtful language will not be interpreted or construed against any party.

20. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

22. **E-Verify Requirement.** HOA and its Contractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. HOA agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that HOA has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney

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

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

IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (954) 603-0033 EXT. 40532, PUBLICRECORDS@INFRAMARK.COM OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.

24. HOA shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.

Signatures to follow on next page

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

Attest:

**Heritage Harbour South
Community Development District**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Date: _____

Heritage Harbour Master Association, Inc.

(Signature of Witness)

By: _____
Print Name: _____

(Signature of Witness)

Its: _____
Date: _____

Exhibit A Facilities

For areas outside of Stoneybrook and Lighthouse Cove:

Roadways

Grand Harbour Parkway
Heritage Greens Way
River Heritage Blvd.

Structures/Recreation Areas (Parcel 17)

Lake # 48 Pier/Dock (Beacon Lake)
Lighthouse
Gazebos
Lighting
Playground
Concession Stand
Pavilion
Soccer Field Restroom
Monuments
Baseball field fencing and stands
Baseball field infield/outfield
Soccer Field Goals and Nets
Parking Lots (3)

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

Waterways/Ponds/Lakes/Wetlands/Mitigation Areas

All Lakes and Wetlands.

Exhibit B Scope of Work

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

For areas outside of Stoneybrook and Lighthouse Cove:

Roadways

Roadway cleaning/sweeping
Roadway pavement inspection
Roadway preventive maintenance
Signage maintenance

Streetlights

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

Landscape

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

Irrigation System

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

Park and Recreation Facilities

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

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

Waterways/Ponds/Lakes/Wetlands/Mitigation Areas

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



Sign Location 1



Sign Location 2



Sign Location 26



Sign Location 3

Heritage Harbour CDD – Sign Monument Photo Summary – 10.17.25 – Page 1



Sign Location 4



Sign Location 6



Sign Location 5



Sign Location 7



Sign Location 8



Sign Location 10



Sign Location 9



Sign Location 11

Heritage Harbour CDD – Sign Monument Photo Summary – 10.17.25 – Page 3



Sign Location 12



Sign Location 14



Sign Location 13



Sign Location 15

Heritage Harbour CDD – Sign Monument Photo Summary – 10.17.25 – Page 4



Sign Location 16



Sign Location 18



Sign Location 17





Sign Location 19



Sign Location 21



Sign Location 20



Sign Location 22



Sign Location 23



Sign Location 25



Sign Location 24



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

October 14, 2025

Heritage Harbor South Community Development District
Inframark LLC
11555 Heron Bay Blvd, Suite 201
Coral Springs, FL 33076

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit Heritage Harbor South Community Development District's, (the "District"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Heritage Harbor South Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

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

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart



Heritage Harbor South Community Development District
October 14, 2025
Page 2

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

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

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



Heritage Harbor South Community Development District
October 14, 2025
Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

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

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

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and



Heritage Harbor South Community Development District
October 14, 2025
Page 4

- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.



Heritage Harbor South Community Development District
October 14, 2025
Page 5

Records and Assistance

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

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;



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October 14, 2025
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3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

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

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$3,575 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.



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October 14, 2025
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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

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

Indemnification, Limitation of Liability, and Claim Resolution

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

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



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October 14, 2025
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Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.



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October 14, 2025
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Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

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

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.



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

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October 14, 2025
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Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Melissa Marlin, CPA

Confirmed on behalf of the addressee:

DocuSigned by:
Sign: *Philip Frankel*
E8010FD7FB9B4CD...
Title: Chair
Date: 10/27/2025

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPEMENT DISTRICT
(DATED OCTOBER 14, 2025)**

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

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

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

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

INFRAMARK

11555 HERON BAY BLVD, SUITE 201

CORAL SPRINGS, FL 33076

TELEPHONE: 954-603-0033

EMAIL: _____

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

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

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

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

Auditor: Melissa Marlin

By: M. Marlin

Title: Director

Date: October 14, 2025

**District: Heritage Harbour South
CDD**

By: DocuSigned by:
Philip Frankel
E8010FD7FB9B4CD...

Title: Chair

Date: 10/27/2025

**HERITAGE HARBOUR SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 09/30/2025

The Board hereby assigns the FY 2025 Reserves as follows:

General Fund

Operating Reserve	\$ 73,100
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Reserve Fund

Operating Reserve	\$ 22,500
Capital Reserve	\$186,662
Reserve-Disaster Relief	\$ 75,000

Exhibit "A"
Allocation of Fund Balances

FISCAL YEAR 2025 RESERVE FUND ANALYSIS		
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2024	\$	1,209,783
Less: Forecasted Surplus/(Deficit) as of 9/30/2025		18,742
Estimated Funds Available - 9/30/2025		1,228,525

FISCAL YEAR 2025 RESERVE FUND ANALYSIS		
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2024	\$	1,228,525
Less: First Quarter Operating Reserve		(95,600) ⁽¹⁾
Less: Designated Reserves for Capital Projects		
Capital Reserves - Disaster - FY 2024	25,000	(2)
Capital Reserves - Disaster - Current Budget Year	25,000	(50,000) ⁽³⁾
Capital Reserves - FY 2024	65,000	(2)
Capital Reserves - Current Budget Year	65,000	(130,000) ⁽³⁾
Less: Forecasted Surplus/(Deficit) as of 9/30/2025		18,742
Estimated Remaining Undesignated Cash as of 9/30/2025		971,667

Notes

- (1) Represents approximately 3 months of operating expenditures
- (2) Represents Reserves for FY 2024
- (3) Represents Reserves for Current Budget Year.

HERITAGE HARBOUR SOUTH

Community Development District

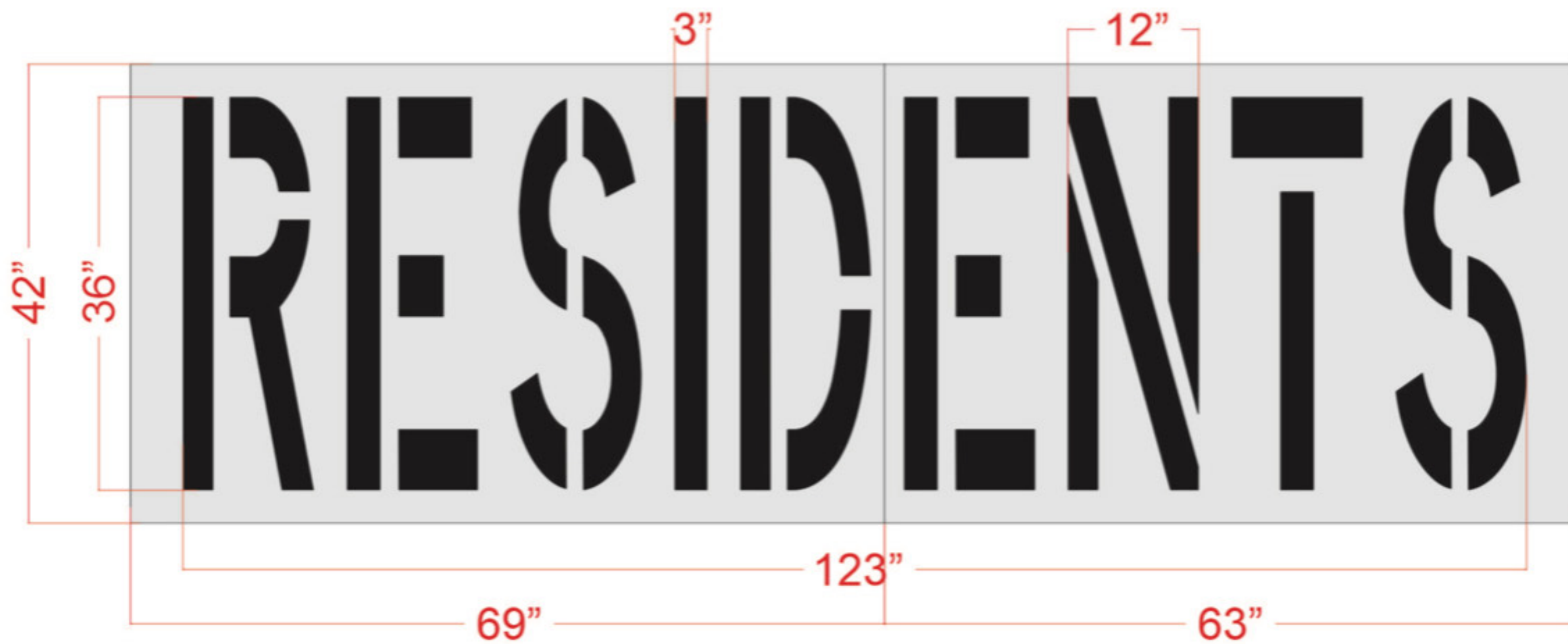
Combined General Funds

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 37,563	\$ 37,563	0.00%
Interest - Tax Collector	-	-	959	959	0.00%
Special Assmnts- Tax Collector	382,399	382,399	385,903	3,504	100.92%
Special Assmnts- Other	18,742	18,742	18,913	171	100.91%
Special Assmnts- Delinquent	-	-	644	644	0.00%
Other Miscellaneous Revenues	-	-	2,500	2,500	0.00%
Insurance Reimbursements	-	-	2,329	2,329	0.00%
TOTAL REVENUES	401,141	401,141	448,811	47,670	111.88%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	12,000	12,000	10,000	2,000	83.33%
FICA Taxes	184	184	168	16	91.30%
ProfServ-Arbitrage Rebate	1,100	1,100	1,200	(100)	109.09%
ProfServ-Trustee Fees	12,000	12,000	11,879	121	98.99%
Disclosure Report	1,000	1,000	-	1,000	0.00%
District Counsel	31,000	31,000	30,546	454	98.54%
District Engineer	30,000	30,000	25,847	4,153	86.16%
District Manager	54,600	54,600	54,600	-	100.00%
Auditing Services	3,405	3,405	3,405	-	100.00%
Website Hosting/Email services	3,934	3,934	1,180	2,754	29.99%
Miscellaneous Mailings	250	250	14	236	5.60%
Public Officials Insurance	3,804	3,804	3,631	173	95.45%
Legal Advertising	1,027	1,027	1,026	1	99.90%
Miscellaneous Services	-	-	2,604	(2,604)	0.00%
Dues, Licenses, Subscriptions	175	175	175	-	100.00%
Total Administration	154,479	154,479	146,275	8,204	94.69%
<u>Law Enforcement</u>					
Deputy Services	12,000	12,000	1,950	10,050	16.25%
Total Law Enforcement	12,000	12,000	1,950	10,050	16.25%
<u>Other Physical Environment</u>					
Insurance - General Liability	5,403	5,403	5,158	245	95.47%
Property Insurance	29,894	29,894	25,418	4,476	85.03%
R&M-Irrigation	1,000	1,000	-	1,000	0.00%
Total Other Physical Environment	36,297	36,297	30,576	5,721	84.24%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Road and Street Facilities</u>					
R&M-Sidewalks	22,000	22,000	32,530	(10,530)	147.86%
Roadway Repair & Maintenance	27,100	27,100	12,016	15,084	44.34%
Street Sign Repairs/Replacements	7,500	7,500	29,018	(21,518)	386.91%
Guard & Gate Facility Maintenance	500	500	-	500	0.00%
Total Road and Street Facilities	57,100	57,100	73,564	(16,464)	128.83%
<u>Reserves</u>					
Misc-Contingency	32,523	32,523	5,892	26,631	18.12%
Capital Reserve	65,000	65,000	8,338	56,662	12.83%
Reserve - Disaster Relief	25,000	25,000	-	25,000	0.00%
Total Reserves	122,523	122,523	14,230	108,293	11.61%
TOTAL EXPENDITURES & RESERVES	382,399	382,399	266,595	115,804	69.72%
Excess (deficiency) of revenues					
Over (under) expenditures	18,742	18,742	182,216	163,474	972.23%
Net change in fund balance	\$ 18,742	\$ 18,742	\$ 182,216	\$ 163,474	972.23%
FUND BALANCE, BEGINNING (OCT 1, 2024)	1,234,094	1,234,094	1,234,094		
FUND BALANCE, ENDING	\$ 1,252,836	\$ 1,252,836	\$ 1,416,310		





Stoneybrook
GUESTS
KEEP LEFT



Stoneybrook
RESIDENTS
KEEP RIGHT