



# Harbor Bay

## Community Development District

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Daniel Leventry, Chairman

Tim Nargi, Vice Chairman

Dean Walters, Assistant Secretary

Michael Rodriguez, Assistant Secretary

Steve Finley, Assistant Secretary

July 24, 2025

# AGENDA

# ***Harbor Bay Community Development District***

## ***Meeting Agenda***

Seat 2: Daniel Leventry - C	
Seat 4: Tim Nargi - VC	
Seat 5: Steve Finley - AS	
Seat 1: Michael Rodriguez - AS	
Seat 3: Dean Walters - AS	

Thursday  
July 24, 2025  
6:00 p.m.

MiraBay Clubhouse Lagoon Room  
107 Manns Harbor Drive  
Apollo Beach, FL 33572  
Zoom Link: <https://zoom.us/j/91993427543>  
Meeting ID: 919 9342 7543  
Passcode: 129708  
Phone: 929-205-6099

### Board of Supervisors Meeting

- I. **Call to Order/Roll Call**
- II. **Pledge of Allegiance**
- III. **Audience Comments on Agenda Items**
- IV. **Business Items**
  - A. LT Kim Weekly Reports
  - B. Mirabay Visual Inspection Report
  - C. Update from Sang Lee, Lighthouse, and Counsel on Park Square Turnover
  - D. Blue Water Aquatic Reports
  - E. Public Hearing to Adopt the Amended & Restated Amenity Rules, Resolution 2025-05
    1. Consideration of Revised Amenity Rules & Regulations – Staff
    2. Consideration of Amenity Rules & Regulations & Court Rules – Rocky Newman
  - F. Recommendation: Responsible Path Forward on Clubhouse Roof Repairs
    1. Commission an Independent Engineering Assessment
    2. Suspend All Further Work or Payments
    3. Initiate a Transparent & Competitive Procurement Process
  - G. Establishing Emergency Recovery Protocols & Identifying an Independent Engineer for Disaster Oversight
    1. Identify and Pre-Qualify an Independent Engineer for Emergency Use
  - H. Authorization to Release Attorney-Client Privileged Material to Law Enforcement & Ethics Authorities for Independent Investigation

- I. Adopt a Policy that no Future Full-time Employees of the Harbor Bay Community Development District can a fulltime resident of the District be Residents of the District
- J. Analysis of Roofing Proposals
- K. Rightway Restoration
  - 1. Approval of Rightway Restoration Final Invoice
  - 2. Approval of Concrete Demo Invoice
  - 3. Discussion of Rightway Restoration Proposal for Clubhouse Interior Restoration
- L. Acceptance of Resignation Letter from GMS-Tampa
- M. Discussion of RFP for Management Services & District Counsel Services
- N. Discussion of District Liquor License
- O. Discussion of Tennis Court Maintenance
- P. Consideration of Proposal from Kim's Landscape & Lawncare to Provide Hurricane Restoration (Area #5)
- Q. Consideration of Proposal from Kim's Landscape & Lawncare for Mirabay Entryway
- V. **Staff Reports**
  - A. **District Counsel**
  - B. **District Engineer**
    - 1. Discussion of Dock & Lift Applications
      - a. 815 Manns Harbor Drive
    - 2. Consideration of Proposal from Suncoast Land Surveying, Inc. for Survey - \$8,250
  - C. **District Manager**
  - D. **Onsite Managers Reports**
    - 1. Director of Operations Report
    - 2. Youth Coordinator Report
    - 3. Lifestyle Associate Report
    - 4. Field Operations Manager Report
      - a. Amendment to the Aquatic Management Agreement with Blue Water Aquatics, Inc. for Bimonthly Fountain Inspection & Cleaning Services
      - b. Consideration of Special Service Agreement with Blue Water Aquatics for One-Time Service for Pond #33 (New Pond)
      - c. Consideration of Proposal from Angelic Air Services, Inc.



**VI. Consent Agenda Items / Business Administration**

- A. Minutes of June 19, 2025 Meeting
- B. June 2025 Check Registers
- C. June 2025 Financial Statements
- D. Discussion of Dock Applications
  - 1. 1018 Signet Drive
  - 2. 1078 Signet Drive

**VII. Supervisor Requests & Audience Comments**

**VIII. Next Board Meeting is Scheduled for August 21, 2025 at 6:00 p.m.**

**IX. Adjournment**

# SECTION IV

## Subsection A

## **MONTHLY STATUS REPORT**

### **LEE TE KIM LANDSCAPE & LAWN CARE, INC.**

127 16<sup>TH</sup> AVENUE SW  
RUSKIN, FL 33570  
(813) 645-1769 OFFICE

**DATE: JULY 16, 2025**

### **REPORT SUBMITTED TO:**

HARBOR BAY CDD  
107 MANNS HARBOR DRIVE  
APOLLO BEACH, FL 33572

### **WORK PERFORMED FROM 6/13/2025-7/16/2025:**

**IRRIGATION:** The irrigation water has been off a lot this month due to issues with the pumps and the rain. The Clubhouse along with Wishing Arch had spray bodies and nozzles replaced while the pool area had multiple breaks in the drip lines replaced. Two out of the three main wells that pumps water into the different areas of the community for irrigation purposes were turned off for repairs. Accurate Drilling had to replace the drive on Well 1 and the buss fuses for Well 2. It is the technician's belief that the damage was caused by TECO's power fluctuations. The water meter installation was delayed when a member of the GMS team reached out to the county for an onsite meeting without including anyone from the irrigation team as well as the Field Ops. Manager, who was placed on a special assignment. Thankfully, once the special assignment was completed, we were all brought back into the loop and the county was willing to meet onsite again to discuss the next steps. Due to the county's specifications for this project, most of the materials required had to be special ordered, delaying the timeline yet again.

**TURFGRASS MANAGEMENT:** Mowing, weeding, trimming, applying fertilizers and spraying for bugs continue with some delays due to the rain.

We've cleaned out, removed and disposed of debris from the two Hwy. 41 drains that feed into the baffle boxes. At the Guard Gate, we cut the concrete curb, inserted a two-inch sleeve, cut into the wall, continued the sleeve to enable the standing water to drain into the pond which alleviates the standing water at the curb and prevents erosion of the newly installed pavers. We added five tons of washed shell to Lee Te Kim Park to smooth out the divots made by heavy trucks driving over it. An additional fifteen tons of 1 ½ inch brown stone was installed in the Clubhouse playground area. Emergency Tree removals have included 45' and 50' Bismarkia Palms from Manns Harbor, 45' Bismarkia from Islebay, 30' Bismarkia from Ibisview, a 35' Queen Palm from Sea Crest. On Skimmer two Screw Pines were removed and replaced with SOD. Sherwood Group has been on site this past week for the Palm Tree Injections. The Board approved the fourth portion of the Hurricane Restoration Proposal which affects the following areas of the community: Lift Station, Lee Te Kim Park, Retention Pond at the end of Manns Harbor and the Preserve Area. The fifth and final portion of the Hurricane Restoration Proposal has been added to this month's agenda for consideration by the Board.

## **MIRABAY LANDSCAPING STATUS REPORT**

### **LEE TE KIM LANDSCAPE & LAWN CARE, INC.**

127 16<sup>TH</sup> AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

**DATE: JUNE 16, 2025**

### **PROPOSAL SUBMITTED TO:**

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

### **WORK PERFORMED – WEEK OF 6/09/2025**

- Admiral Point Drive
  - Balibay Road
  - Fishersound
  - Golden Isle Drive
  - Ibis View Lane
  - Islebay Drive
  - Manns Harbor Drive
  - Mirabay Blvd.
  - Pinckney Drive
  - Sea Trout Place
  - Sea Turtle Place
  - Shore Crab Way
  - Skimmer Drive
  - Tortoise Place
  - Wishing Arch Drive
  - Berm along SR 41
  - Club
  - Lee Te Kim Park
  - Playground
  - Tennis Courts
- 
- Trimmed bushes and palm trees in multiple locations listed above.
  - Hand pulled weed and cleaned up plant beds in multiple locations listed above.
  - Picked up trash in multiple locations listed above.

## **MIRABAY LANDSCAPING STATUS REPORT**

### **LEE TE KIM LANDSCAPE & LAWN CARE, INC.**

127 16<sup>TH</sup> AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

**DATE: JUNE 23, 2025**

### **PROPOSAL SUBMITTED TO:**

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

### **WORK PERFORMED – WEEK OF 6/16/2025**

- Balibay Road
  - Golden Isle Drive
  - Ibis View Lane
  - Islebay Drive
  - Merritt Island
  - Mirabay Blvd.
  - Pinckney Drive
  - Sea Grass
  - Sea Trout Place
  - Sea Turtle Place
  - Skimmer Drive
  - Tortoise Place
  - Wishing Arch Drive
  - Berm along SR 41
  - Club
  - Lee Te Kim Park
  - Playground
  - Tennis Courts
- 
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- .

## **MIRABAY LANDSCAPING STATUS REPORT**

### **LEE TE KIM LANDSCAPE & LAWN CARE, INC.**

127 16<sup>TH</sup> AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

**DATE: JUNE 30, 2025**

### **PROPOSAL SUBMITTED TO:**

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

### **WORK PERFORMED – WEEK OF 6/23/2025**

- Admiral Point Drive
  - Balibay Road
  - Fishersound
  - Golden Isle Drive
  - Ibis View Lane
  - Islebay Drive
  - Loon Nest Court
  - Manns Harbor Drive
  - Mirabay Blvd.
  - Pinckney Drive
  - Point Harbor Lane
  - Sea Trout Place
  - Sea Turtle Place
  - Shore Crab Way
  - Skimmer Drive
  - Tortoise Place
  - Wishing Arch Drive
  - Berm along SR 41
  - Club
  - Lee Te Kim Park
  - Playground
  - Tennis Courts
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## **MIRABAY LANDSCAPING STATUS REPORT**

### **LEE TE KIM LANDSCAPE & LAWN CARE, INC.**

127 16<sup>TH</sup> AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

**DATE: JULY 7, 2025**

### **PROPOSAL SUBMITTED TO:**

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

### **WORK PERFORMED – WEEK OF 6/30/2025**

- Admiral Point Drive
  - Balibay Road
  - Beacon Sound
  - Golden Isle Drive
  - Ibis View Lane
  - Islebay Drive
  - Manns Harbor Drive
  - Merritt Island Drive
  - Mirabay Blvd.
  - Pinckney Drive
  - Skimmer Drive
  - Tybee Island Drive
  - Wishing Arch Drive
  - Berm along SR 41
  - Club
  - Lee Te Kim Park
  - Playground
  - Tennis Courts
- 
- Trimmed bushes and palm trees in multiple locations listed above.
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## **MIRABAY LANDSCAPING STATUS REPORT**

### **LEE TE KIM LANDSCAPE & LAWN CARE, INC.**

127 16<sup>TH</sup> AVENUE SW

RUSKIN, FL 33570

(813) 645-1769 OFFICE

(813) 645-7314 FAX

**DATE: JULY 14, 2025**

### **PROPOSAL SUBMITTED TO:**

HARBOR BAY CDD

107 MANNS HARBOR DRIVE

APOLLO BEACH, FL 33572

### **WORK PERFORMED – WEEK OF 7/07/2025**

- Admiral Point Drive
  - Balibay Road
  - Beacon Sound
  - Covesound Way
  - Fishersound
  - Golden Isle Drive
  - Ibis View Lane
  - Islebay Drive
  - Loon Nest Court
  - Manns Harbor Drive
  - Merritt Island Drive
  - Mirabay Blvd.
  - Pinckney Drive
  - Point Harbor Lane
  - Sea Trout Place
  - Sea Turtle Place
  - Shore Crab Way
  - Skimmer Drive
  - Tortoise Place
  - Tybee Island Drive
  - Wishing Arch Drive
  - Berm along SR 41
  - Club
  - Lee Te Kim Park
  - Playground
  - Tennis Courts
- 
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  - Picked up trash in multiple locations listed above.



# SECTION IV

## Subsection B

**Who:** Field Operations Manager

**What:** Landscape Report

**When:** 7/24/25

**Budget Impact** N/A

**Decision:** N/A

## MiraBay Visual Inspection Sheet

Month/Period: May/June Mr. Kim

LANDSCAPE MAINTENANCE	Refer to Contract Page(s):	Schedule	Observations (Previous)	Observations (Current)
TURF MOW: grass height, patterns changed, free of grass clumps, and landscape debris	15,16,17,18	Weekly March to Nov Bi - weekly Nov to Apr	All CDD areas mowed	All CDD areas areas mowed
TURF FERTILITY: dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking	21,22	Per schedule outlined in Part 2 of the agreement	Fert applied	Fertilization ongoing
TURF EDGING: sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines	16,18	Weekly	Edging is complete	Edging is complete
WEED CONTROL – TURF AREAS (reasonably free of weeds )	15,17	Weekly	Seeing less turf weeds	Turf is lookig healthy reel mowers being used
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	15,24	Weekly	No signs of pests	No signs of pests
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	16,22	Weekly	Spring trimming	Several Palms are dying still and being removed as they present a danger during rainy season
WEED CONTROL – BED AREAS (reasonably free of weeds, satisfactory detail no evidence of chemical edging)	16,17,18	Weekly	Hand weeding is moving along	Hand weeding continues
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	17,24	Weekly	No signs of pests	No signs of pests
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	16,17	Palm tree trimming monthly, all other trimming as needed	Dangerous trees being removed	Some damaged Palms from last years storms are dying
CLEANLINESS (debris free, leaf litter, landscape debris)	15,17,18	Weekly	Tree trimming continues	Kim says one last
MULCHING (distributed appropriately, bare areas, recommended is 3")	28	At least annually	Mulch in place	More mulching coming soon
WATER/IRRIGATION MANAGEMENT	26,27	Weekly	Irrigation is operational for now	Aging irrigation repairs continue
PRIOR MAINTENACE ITEMS ADDRESSED	3	Weekly	Addressed	Addressed
ANNUALS (appearance, deheading/pruning)	29	Dec, March, June, Sep	Annuals look nice	Annuals are looking nice, next round due in Septamber

Inspection dates-6-16, 6-23, 6-30, 7-7, 7-14

CONTRACTOR SIGNATURE:

INSPECTOR SIGNATURE:

# SECTION IV

## Subsection D



# Aquatic Services Report

## Technician

Randy Mitchell

## Job Details

Service Date	6/12/2025
Customer	Harbor Bay CDD / MiraBay Club
Weather Conditions	Sunny
Wind	SE 9
Temperature	93
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers	All
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV <input checked="" type="checkbox"/> Backpack
Water Level	Low
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth as needed

2 of 2

Pond Numbers	10 ,22
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low



# Aquatic Services Report

Restrictions

3 days

Observations/Recommendations

Treated sites for algae



# Blue Water Aquatics, Inc.

Aquatic & Environmental Services  
5119 State Road 54 New Port Richey, FL 34652  
(727)842-2100 www.BluewaterAquaticsinc.com

Page 1 of 2  
Tuesday, July 1, 2025  
3:49:47 PM

## Aquatic Services Report

### Technician

Randy Mitchell

### Job Details

Service Date	6/26/2025
Customer	Harbor Bay CDD / MiraBay Club
Weather Conditions	Sunny
Wind	E 5mph
Temperature	93
Multiple Sites Treated	Yes



### Ponds Treated Information

Repeatable - 3 Count

1 of 3

Pond Numbers	All
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV <input checked="" type="checkbox"/> Backpack
Water Level	Normal
Restrictions	None
Observations/Recommendations	Treated sites for invasive vegetation growth as needed

2 of 3

Pond Numbers	8,10,18
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Normal



## Aquatic Services Report

Restrictions	3 days
Observations/Recommendations	Treated sites for filamentous algae
3 of 3	
Pond Numbers	8
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Floating <input checked="" type="checkbox"/> Submersed
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Normal
Restrictions	14 days
Observations/Recommendations	Treated site for hydrilla and duckweed



**Chris Thompson**

**Blue Water Aquatics, Inc.**

**June 30, 2025 | 35 Photos**



# **Harbor Bay/Mira Bay CDD**

**Monthly Aquatics Report**



# June

**Rainfall:** Hillsborough County experienced a wet June, with total precipitation around 7.35 inches—right on track with the typical June average of approximately 7.58 inches . This rainfall trend aligns with broader regional trends, where rainfall totals have been increasing in both the northern and southern parts of the county .

**Temperatures:** The month saw warmer-than-average conditions. By mid-June, Tampa recorded 9 days with temperatures at or above 90°F, more than double the previous record for the month . The National Weather Service has projected a 50% probability of a hotter-than-average summer across Florida.

**Planting Proposal:** Our aquatic landscaper has put together a beautiful, comprehensive plan to address the water quality and aesthetics of the littoral shelf on pond 8. Her design includes a variety of colorful aquatic plants, shoreline plants, native grasses and cypress trees. This project will transform this muddy eyesore into the Florida wetland ecosystem in was intended to be.

**Shell Cove Vegetation Removal Proposals:** Two proposals have been submitted to address the excess vegetation growing in ponds 29, 30, 31, and 32. Option 1 is the lower cost option and includes mowing the ponds banks with a Marsh Master that will cut up the material and leave it on the ground and water. The material will decompose and sink overtime. Option 2 is significantly more costly but includes complete mechanical excavation of the cattails and most of their root mass. 95% of the material will be loaded into trucks and disposed of off site. This option also includes hand shoveling of the vegetation and growth from every culvert on the 4 ponds. Note: An additional storm water pond was located in the area that was overgrown. Would the board like to add this additional pond to the proposal?

1

al Rainfall Summary through the midnight of June 29, 2025

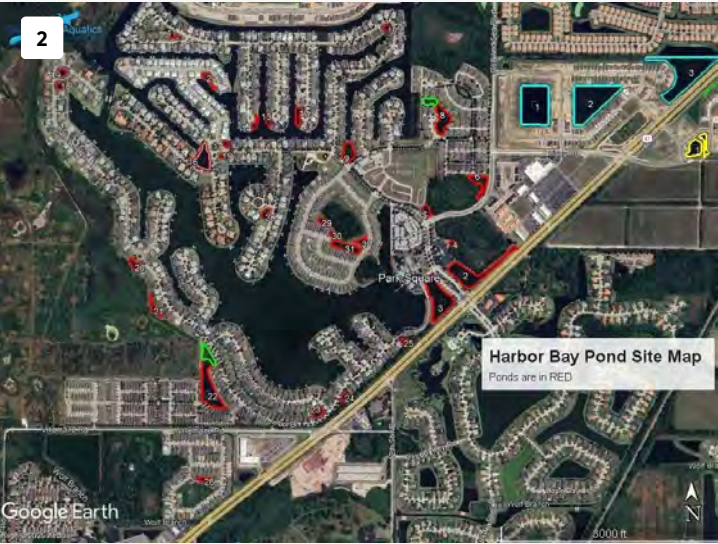
Table: Summary by Region											
Region	June 1 Through June 19 2025			January 1 Through June 19 2025			August 2024 Through June 2025				
	Month to Date	Monthly Average	Percent of Monthly Average	Year to Date	Calendar Year Average	Percent of Calendar Year Average	Cumulative 12-month Average	Cumulative 12-month Average	Percent of Average	Cumulative 12-month Percentile	
Northern	5.01	7.33	67%	16.01	28.30	66%	52.45	51.61	94%	47%	
Central	6.49	7.18	91%	17.88	21.28	82%	80.44	52.49	110%	82%	
Southern	8.61	7.80	111%	18.31	21.73	84%	54.47	52.38	104%	87%	
District	6.67	7.71	89%	17.58	20.28	79%	56.77	52.78	109%	72%	

Table: Summary by County											
County	June 1 Through June 19 2025			January 1 Through June 19 2025			August 2024 Through June 2025				
	Month to Date	Monthly Average	Percent of Monthly Average	Year to Date	Calendar Year Average	Percent of Calendar Year Average	Cumulative 12-month Average	Cumulative 12-month Average	Percent of Average	Cumulative 12-month Percentile	
Northern Region	4.85	6.87	80%	16.71	28.41	80%	51.84	52.84	98%	47%	
Lee	5.41	7.31	72%	16.73	28.05	79%	50.57	54.28	90%	34%	
Manatee	4.48	7.71	58%	15.76	28.11	67%	40.38	54.67	80%	14%	
Chlor	6.09	7.49	81%	15.73	28.12	89%	52.54	51.95	101%	31%	
Hernando	4.53	7.78	58%	14.96	25.54	58%	39.07	54.88	108%	98%	
Lake	7.89	7.71	102%	19.03	29.08	65%	68.48	51.55	133%	89%	
Central Region	5.57	7.32	76%	15.88	28.50	79%	59.63	52.86	110%	72%	
Dade	7.33	6.18	119%	17.07	19.02	90%	66.88	51.48	130%	92%	
Franklin	7.23	7.58	97%	17.83	20.09	89%	62.39	52.58	119%	89%	
Polk	5.67	7.96	71%	19.52	20.87	94%	56.03	52.88	109%	96%	
Southern Region	9.88	7.89	125%	17.73	21.29	83%	54.85	53.28	103%	89%	
Alachua	7.33	6.37	87%	16.23	20.09	79%	47.66	52.88	90%	37%	
Highlands	7.63	6.38	82%	20.14	20.18	100%	51.23	52.61	100%	64%	
Sevier	9.63	7.49	129%	17.70	20.78	85%	58.23	52.53	111%	74%	
DeSoto	7.81	6.49	92%	18.76	21.84	86%	52.89	51.82	102%	59%	
Charlotte	9.88	8.58	115%	18.04	21.27	85%	53.39	52.49	101%	58%	

All rainfall values in inches

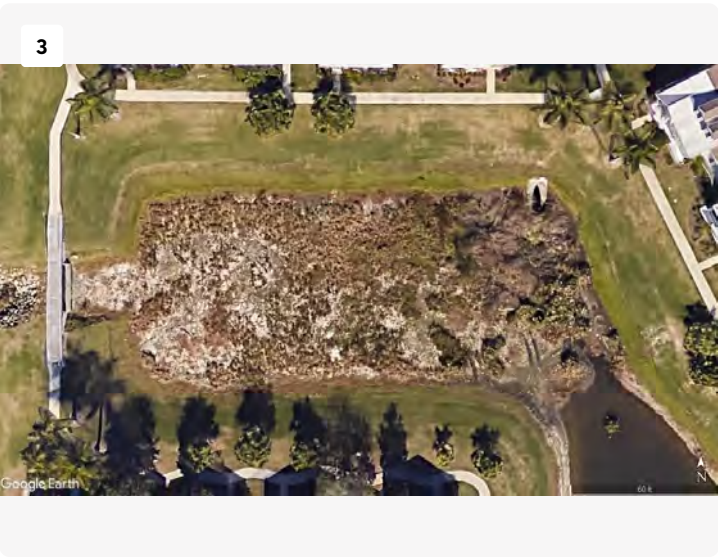
SWFWMD Rainfall Summary-June

Project: The Mirabay Club  
Creator: Chris Thompson



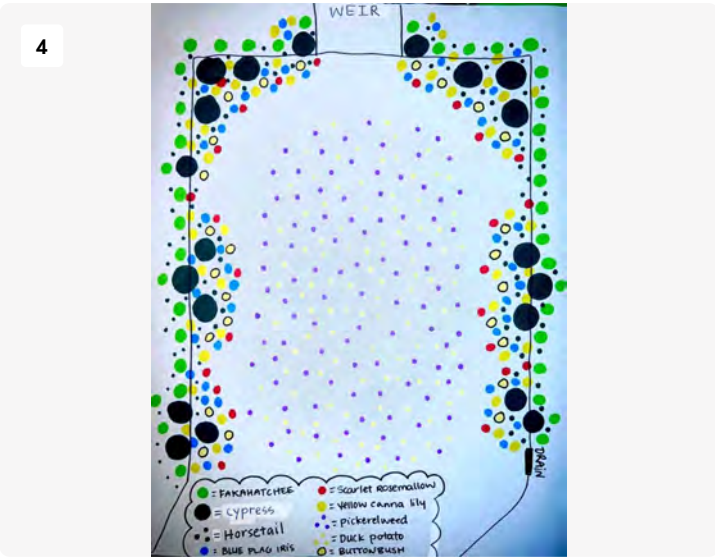
Pond Map

Project: The Mirabay Club  
Creator: Chris Thompson



Pond 8

Project: The Mirabay Club  
Creator: Chris Thompson



Proposed Planting Layout

The specific plants chosen for the scope of work meet multiple requirements for providing a Florida Friendly Landscaping, per Florida Statute (F.S. 373.185). The landscape would provide environmental protection via water conservation, water quality protection, waterfront protection through capturing stormwater runoff and preventing soil erosion, and through providing habitat and food for wildlife such as birds and pollinators.

Project: The Mirabay Club  
Creator: Chris Thompson



Proposed Plants

[Click for PDF view](#)

Project: The Mirabay Club  
Creator: Chris Thompson



Proposed Plants

[Click for PDF view](#)

Project: The Mirabay Club  
Creator: Chris Thompson





**Marsh Master**  
This is an amphibious machine with a brush mowing deck on the back. This machine allows us to mow vegetation in wet, swampy areas.

Project: The Mirabay Club  
Creator: Chris Thompson



**Example Marsh Master Mowing Before**


Project: The Mirabay Club  
Creator: Chris Thompson



**Sample Marsh Master Mowing After**

Project: The Mirabay Club  
Creator: Chris Thompson

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A photograph showing a residential area with several houses in the background. In the foreground, there is a grassy field with a small, shallow pond or drainage area. A dense patch of tall, dry, brown vegetation is growing along the edge of the pond, labeled with the number 29 in yellow.

Project: The Mirabay Club  
Creator: Chris Thompson

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A photograph showing a residential area with a large house in the background. In the foreground, there is a grassy field with a dense patch of tall, dry, brown vegetation growing along the edge of a path or driveway, labeled with the number 30 in yellow.

Project: The Mirabay Club  
Creator: Chris Thompson

12



A photograph showing a residential area with several houses in the background. In the foreground, there is a grassy field with a small pond. A dense patch of tall, dry, brown vegetation is growing along the edge of the pond, labeled with the number 31 in yellow.

Project: The Mirabay Club  
Creator: Chris Thompson

**Vegetation Removal Proposal**

**Vegetation Removal Proposal**

**Vegetation Removal Proposal**





**Vegetation Removal Proposal**

Project: The Mirabay Club  
Creator: Chris Thompson



**Vegetation Removal Proposal**

Project: The Mirabay Club  
Creator: Chris Thompson



**Vegetation Removal Proposal**

These culverts require hand removal of vegetation.

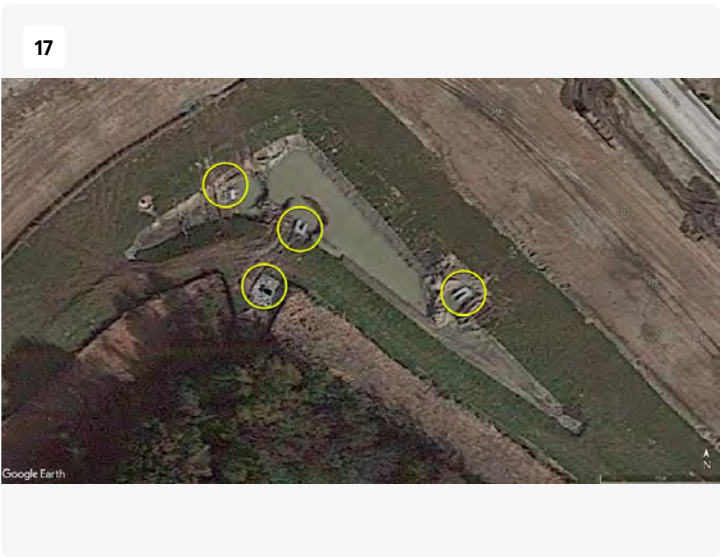
Project: The Mirabay Club  
Creator: Chris Thompson



**Vegetation Removal Proposal**

These culverts require hand removal of vegetation.

Project: The Mirabay Club  
Creator: Chris Thompson



**Phantom Pond**

Corner of Shore Crab Way and Wishing Arch Drive.  
4 water control structures within the pond.

Project: The Mirabay Club  
Creator: Chris Thompson



**Phantom Pond**

Corner of Shore Crab Way and Wishing Arch Drive.

Project: The Mirabay Club  
Creator: Chris Thompson



19

**Treated:**

- Grasses
- Brush
- Algae
- Floating
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

20

**24****Treated:**

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

21

**24****Treated:**

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

22



Project: The Mirabay Club  
Creator: Chris Thompson

**22**  
**Treated:**

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

23



Project: The Mirabay Club  
Creator: Chris Thompson

**20**  
**Treated:**

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

24



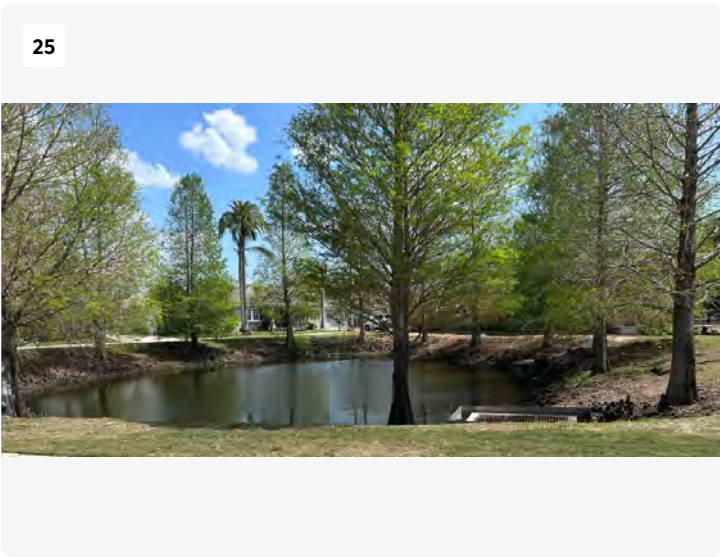
Project: The Mirabay Club  
Creator: Chris Thompson

**9**  
**Treated:**

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.





11

**Treated:**

- Grasses
- Brush
- Algae

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



12

**Treated:**

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



13

**Treated:**

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



27

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



18

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



15

Treated:

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



31



16

**Treated:**

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

32



6

**Treated:**

- Grasses
- Brush

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson

33



5

**Treated:**

- Grasses
- Brush
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club

Creator: Chris Thompson



3

**Treated:**

- Grasses
- Brush
- Algae
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson



2

**Treated:**

- Grasses
- Brush
- Algae
- Trash

Routine spot spraying for nuisance and non-native vegetation will continue.

Project: The Mirabay Club  
Creator: Chris Thompson

# SECTION IV

## Subsection E

## RESOLUTION 2025-05

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING THE AMENITIES RULES HANDBOOK; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Harbor Bay Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to amend by resolution the *Amended and Restated Amenities Rules Handbook*, previously adopted by the District in 2022 and updated in 2023 and 2024, in order to incorporate prior amendments and update and revise use fees, policies and guidelines for the operation and use of the District amenities including, but not limited to, the clubhouse, fitness center, pool, playgrounds, athletic courts, parks, and other amenities and facilities, and for enforcement of same.

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The *Amended and Restated Amenities Rules Handbook* is hereby updated, amended, revised and restated in accordance with the *Amenities Rules Handbook, Effective July 24, 2025* ("**Amended Rule**") attached hereto as **Exhibit A**.

**SECTION 2.** The Amended Rule is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amended Rule shall stay in full force and effect until such time as the Board of Supervisors may amend this rule in accordance with Chapter 190, Florida Statutes.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.



**PASSED AND ADOPTED** this 24th day of July, 2025.

ATTEST:

**HARBOR BAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair, Board of Supervisors

**Exhibit A:** Amenities Rules Handbook, Effective July 24, 2025

# SECTION IV

## Subsection E - 1

# HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

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## AMENDED AND RESTATED AMENITIES RULES HANDBOOK

---

*Effective* \_\_\_\_\_

\_\_\_\_\_  
DISTRICT MANAGER

Kelly Wilson  
CLUBHOUSE MANAGER  
Harbor Bay CDD Clubhouse  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572  
(813) 649-1500 ext. 25

[www.harborbaycdd.org](http://www.harborbaycdd.org)  
[www.mirabayliving.com](http://www.mirabayliving.com)

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**PART 1: Harbor Bay Community Development District**  
***Amenities Operating Rules***

Law Implemented: ss. 190.011, 190.035, Fla. Stat.  
 Effective Date: ***June 19, 2025***

**In accordance with Chapter 190 of the Florida Statutes, and on June 19, 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules / policies to govern the operation of the District's Amenities. All prior rules / policies of the District governing this subject matter are hereby rescinded.**

**DEFINITIONS**

The following definitions shall apply to these policies in their entirety:

**“Amenities”** – shall mean the properties and areas owned by the District and intended for recreational use. The Amenities are subject to change. Amenities shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Fitness Center & Exercise Room
- Resort-Style Locker Rooms & Saunas
- Resort-Style Pool with Restroom & Lap Swimming Lanes
- The Outfitters
- Admiral's Lounge
- The Galley Cafe
- Lagoon Room & Veranda with Catering Kitchen
- Four (4) Champion Tennis Courts with Restroom Facilities
- Four (4) Pickleball Courts
- Two (2) Full Court (Non-Regulation Sized) Basketball Courts
- Tots Playground
- Dockers Youth Activities Room
- Landings Park with Tiki Huts
- Admiral Pointe Clubhouse and pool
- Wolf Creek Park
- Boat Lift & Ramp
- Lagoons and Canals

**“Amenities Rules” or “Rules”** – shall mean this document together with the Rule for Amenity Rates, the Amenities Suspension and Termination of Access Rule, and all related forms of the District, as amended from time to time.

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, legally charged by the District to manage the daily operations of Amenities.

**“Annual User Fee”** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities by a Non-Resident. The amount of the Annual User Fee is set forth in the District’s Amenity Rules.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the District.

**“District”** – shall mean the Harbor Bay Community Development District.

**“District Facilities”** – shall collectively mean the Amenities and the properties and areas owned by the District not intended for recreational use, including but not limited to all District-owned roads, sidewalks, gates and access monitoring equipment, ponds, pond banks and open spaces.

**“Family” or “Household”** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the house.

**“Guest”** – shall mean any person accompanied and invited by a Patron who is expressly authorized by the District to use the Amenities. The Patron must remain with their Guests for the duration of their Guest’s visit. Junior Patrons, Patrons, and Caregivers are not permitted to bring Guests unless accompanied by a Patron.

**“Junior Patron”** – means a child who is (a) twelve (12) to fifteen (15) years of age; (b) is a child or household member of a Patron; and (c) has been certified by Staff as having successfully completed the Teen Tune Up Program.

**“Main Clubhouse Pool”**- Main Clubhouse Pool is located at 107 Manns Harbor Drive Apollo Beach, FL.

**“Management Company”** – Company that is contracted with the District to provide District Management services and employs the District Manager.

**“Minor Patron”** – means a child between sixteen (16) and seventeen (17) years of age who is a child or household member of a Patron and who does not qualify as a Junior Patron.

**“Non-Resident”** – shall mean any person who does not fall under the definition of Resident, below.

**“Non-Resident Tennis Patron”** – shall mean any Non-Resident who has paid the program fees for the Non-Resident Tennis Program.

**“Patron” or “Patrons”** – shall include (i) Adult Residents; (ii) Household Members over the age of 18 years of age; and (iii) Adult Non-Residents paying the Annual User Fee.

**“Proximity Card”** – shall mean the identification card issued to Patrons and Non-Resident Tennis Patrons. This includes digital proximity card which can be accessed by the Patron’s and Nonresident Tennis Patrons’ phone. Access to facilities may be limited including, but not limited to the following:

- **“Junior Patron Limited Access”** – shall mean an identification card or digital card issued to a Junior Patron which will provide access to the main entrance of the

clubhouse, all amenities within the clubhouse, and to the Basketball, Tennis and Pickleball Courts.

- **“Caregiver Limited Access”** – shall mean an identification card or digital card issued to a caregiver of a child of a District resident. The Card must display the child’s picture and permits entry of Caregiver and child together only. Caregiver and child must access the clubhouse and all amenities within the clubhouse through the main entrance to the clubhouse and must show the Limited Access Proximity Card to the receptionist upon entry.

**“Renter”** – shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any record owner or current lessee of a lot in the District. Any owner who leases their lot waives and assigns to the lessees their right to use the Amenities for the entire term of the lease.

## DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Amenities clubhouse is located at 107 Manns Harbor Drive, in Apollo Beach.

The Main Clubhouse features the Galley Café with outdoor patio seating, and the adjacent Admiral's Lounge which is popular for clubs and events. The District also has an office on the main floor for Amenity Center staff.

The Lagoon Room is located on the second floor of the Clubhouse, which is available for rental.

The Resort pool is located behind the clubhouse on the lagoon and features a zero-entry area with teardrop waterfall, a lighthouse pool slide and a Junior Olympic lap pool. The resort pool has lounge chairs and umbrellas for Patrons and Guests.

Outfitters is a special amenity, multipurpose building for the community, providing access to the water for all Patrons and Guests, including the use of canoes, kayaks, and paddleboards.

Dockers is the center for young children's activities and events. It is located adjacent to the restrooms at the resort pool.

The Admiral Pointe Clubhouse and Pool is located at 5248 Admiral Pointe Drive. This clubhouse has an open layout that is great for any type of event. It features a kitchen, restrooms and an office. The pool is located directly behind the clubhouse and features outdoor patio seating, lounge chairs and a pergola.

## AMENITIES USAGE

Only Patrons and their Guests have the right to use the Amenities, provided however that community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

**Non-Residents.** A Non-Resident must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Non-Residents that are Patrons must abide by all current policies, procedures and are subject to all enforcements.

**Renter's Privileges.** Owners of property who rent or lease residential unit(s) in the District to others shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the owner's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the owner's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the owner. A Renter will be required to provide proof of residency (minimum twelve (12)

Commented [JL1]: Michelle- language for opt in text messaging



month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives a Proximity Card.

2. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use of the Amenities.
3. Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron Household may bring a maximum of five (5) Guests to only the Main Clubhouse Pool, provided that Guests must either (i) be accompanied at all times by a Patron who is at least eighteen (18) years of age and has a valid Proximity Card, or (ii) carry a Resident Guest Pass when using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a five (5) Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to five (5) Guests each for a total of twenty (20) Guests, but instead can only bring a total of five Guests per visit on behalf of the entire household. The Patron will be responsible for any harm caused by the Patron's Guests to the Amenities or any District Property. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all Rules as the Board may adopt. The Amenity Manager, in his or her discretion, may require Patrons and Guests to "sign-in" prior to accessing the Main Pool Clubhouse Amenities and/or to wear District-issued bracelets at the Amenities.

**Registration/Disclaimer.** In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, all Patrons must opt-in to receiving text messages from the Amenities Staff and the District regarding the Amenities. Further, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to each use of the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by all District rules and policies for the use of the Amenities. As set forth herein, the District assumes no responsibility, and shall not be liable for, any accidents, personal injury, damage, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of persons using the Amenities. Patrons are responsible for their actions and those of their Guests and shall be responsible for any and all costs incurred by the District arising from or due to the acts, omissions or negligence of any Patron or their Guests.**

**Proximity Cards.** All Patrons will be issued a Proximity Card upon registration at a location designated by the District. Proximity Cards will give Patrons entry to the fitness center, The Galley Café, Admiral's Lounge, Basketball Courts, Tennis Courts, Admiral's Pointe Amenity Center and resort pool area during the regular operating hours of the Clubhouse or during the hours set forth herein or otherwise posted by the District from time to time. You can make an appointment to obtain your Proximity Card by contacting the reception desk.

Patrons may obtain Proximity Cards for any member of a Patron's Family who is age sixteen years or older. Junior Patrons may receive a Limited Access Proximity Card. Minor Patrons and caregivers may also receive a Limited Access Proximity Card with the consent of the Minor's parent or

legal guardian. A minor's Limited Access Proximity Card must have the minor's picture on the card and the minor may only access the Amenities when accompanied by a responsible adult. A caregiver's Limited Access Proximity Card must have the minor's picture on the card and the caregiver and minor must access and facilities together.

Patrons can use their Proximity Cards to gain access to the Amenities. Upon arrival at the Clubhouse, Patrons will scan their Proximity Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Card readers are also located at the pool access gate on the west side of the facility as well as the fitness center entrance, and at the tennis and basketball/pickleball courts. This proximity card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Proximity Card to a non-Patron to allow a non-Patron to use the Amenities.

Proximity Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen proximity cards.

**Caregivers.** The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must receive written authorization from the District to allow the caregiver to accompany the Patron's family member requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver in the same manner as the Patron is responsible for a Guest.
- The caregiver must execute a Consent and Waiver Agreement to receive a Limited Access Proximity Card.
- The caregiver's Limited Access Proximity Card and right to use the Amenities will expire after one year, but may be renewed annually upon written request of the Patron.

The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.

## JUNIOR PATRON PROGRAMMING

**Teen Tune-Up.** The District offers a “**Teen Tune-Up**” program for Patron’s family and household members who are ages twelve (12) through fifteen (15) (“**Junior Patron**”). The current cost of the program is \$20 per person, which cost may be increased by the Board of Supervisors from time to time. This program educates and motivates Junior Patrons who want to utilize the fitness center without a parent or guardian present. Junior Patrons can achieve their fitness goals either through personalized instruction by a MiraBay Club professional personal trainer designed to enhance results and provide improved quality of life, or they can work out on their own. Upon successful completion of the Teen Tune-Up program, Junior Patrons can utilize the fitness center or personal training programs, as well as the athletic courts, without being accompanied by an adult. The major workout components that the Junior Patrons learn in the introductory course with the personal trainer include: how to set up a program (reps, sets, etc.), how to safely perform the selected exercises, and how to practice weight room safety and etiquette. Once the Junior Patron has completed the Teen Tune-Up program, has been evaluated by a trainer, and has completed orientation with a personal trainer, he or she will be able to take part in personal training programs and utilize the fitness center and athletic courts without being accompanied by an adult.

**Patrons and Guests Only.** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

**Registration.** Patrons will be able to register for all programs and activities in person at the reception desk, by completing and submitting a program registration form with payment (if applicable). Most programs will require advance registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

**Payment.** A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and/or administrative expenses. Full payment must be made at the time of registration or prior to the registration deadline, to be determined by the Amenity Management Team. Patrons may pay for programs utilizing a credit, debit card (Visa, MasterCard, Discover or AMEX) or check made payable to Harbor Bay CDD (note, there is a \$50 fee for any returned checks). Cash is not accepted for any programming. A Patron may put a credit card on file at reception to expedite the process.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Management Team or as directed by the Board. A schedule of activities for the Amenities will be posted at the clubhouse and updated by the Amenity Management Team.

**Athletic Teams.** The District may authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District’s Amenities Rules apply to all

such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are completed, all team members and their families must leave unless they are signed in as a Guest of a Patron.

***Cancellation by the District.*** The Amenity Management Team will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account on a case-by-case basis.

***Refunds.*** At the sole discretion of the Amenity Management Team, program refunds and credits may be granted on a case-by-case basis..

***Patron Clubs and Interest Groups.*** Clubs and Interest groups are independently controlled and operated.

***Program Suggestions and Ideas.*** The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing our reception team at [reception@mirabayclub.com](mailto:reception@mirabayclub.com).

### GENERAL PROVISIONS

All Patrons and their Guests using the facilities shall conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all District policies and rules. Failure to comply with District policies and rules, misuse, damage or destruction of District property or equipment, or other violations may result in the suspension or termination of Amenity privileges. Residents are responsible for the actions and behavior of their Guests.

***Hours of Operation.*** Hours of operation are established and published by the District. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

***Sponsorships.*** All Sponsorships, including advertising a business on District property must be approved by the Board.

Admiral Pointe pool hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. Night swimming is permitted only in the Main Clubhouse pool, hours of operation subject to Staff. For all other pools, hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department or during the hours set forth herein or otherwise posted by the District from time to time. Current hours of operation can be found on the Districts website.

### GENERAL USAGE GUIDELINES

Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

1. **Registration and Proximity Cards.** Each Patron must use the Proximity Card at the card reader or by presenting to the receptionist to access the Amenities and must have his or her assigned Proximity Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must always have their personal Proximity Card in their possession in order to enter and use the Amenities and must present their Proximity Cards immediately upon request by the Amenity Management Team. Patrons who fail or refuse to present their Proximity Card upon request will be required to leave the Amenities. Junior Patrons and Caregivers with Limited Access Proximity Cards must present their card to the receptionist upon entry and must enter the facilities through the main entrance to the Clubhouse.
2. **Guests.** While using the Amenities, Guests must be accompanied by a Patron. Residents must sign their Guests in at the reception desk upon entering the clubhouse or present a Guest Proximity Card.
3. **Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied and supervised by an adult while at or using the Amenities. Children Thirteen (13) years of age or older may be on the Basketball Courts without adult supervision.
4. **Attire.** Except for the pool and wet areas where bathing suits are permitted, Patrons and their Guests must be properly attired, including shirts and shoes, always to use the Amenities. Bathing suits and wet feet are not allowed indoors, except for the locker room areas. Proper swim attire must be worn; no street clothing, workout attire, or immodest or revealing swimwear permitted. At the discretion of Amenity staff, anyone failing to abide by this rule may be required to leave the Amenities.
5. **Food and Drink.** Food and drink will be limited to designated areas only. No glass or breakable items are permitted in or on the pool area. Food and drink are not allowed on the wet deck area of the pool, meaning within 4 feet from the edge of the pool, except for clear, bottled water.
6. **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Illegal substances are prohibited on District Property and law enforcement will be contacted if any patrons or guests are determined to be using, in possession of, or under the influence of any illegal substances.
7. **No Smoking.** Except in designated areas, smoking and vaping is not permitted on any part of the Amenity property. Any violation of this policy shall be reported to the Amenity Management Team.
8. **Pets.** Pets are not permitted on or in the Amenities at any time. Service Animals must be leashed and kept under the control of their handler. Service Animals shall not be permitted to remain within the Amenities or on District Property if the Service Animal is out of the control of their handler, is not housebroken, or their behavior poses a direct threat to the health or safety of others. The District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for promptly picking up after pets and Service Animals.

9. **Vehicles.** Vehicles must be parked in designated areas only. Vehicles may not be parked on lawns or landscaped areas or in any way which blocks the normal flow of traffic. Off-road bikes/vehicles (including ATV's) and motorized scooters are prohibited unless they are owned by the District. Golf carts, if properly licensed for on road usage and operated in accordance with State and Local laws applicable to golf cart use, are allowed to park in District parking lots.
10. Skateboards, etc. Bicycles, skateboards, rollerblades and other devices of similar use are limited to outdoor areas only, excluding any gated areas, such as the Tennis and Basketball/Pickleball courts, pool decks, etc.
11. **Fireworks.** Fireworks are not permitted anywhere in or on District Property.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Failure to do so could result in the loss of Amenity privileges.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Excessive Noise.** Excessive noise that will disturb other Patrons and their Guests is not permitted. Radio and other electronic devices are permitted only with the use of headphones.
17. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and their Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
18. **Littering.** Patrons and their Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
19. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities or anywhere on District Property without prior written approval of the District. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on District or Amenities property unless approved in writing by the District.
20. **Firearms.** Firearms are not permitted on District Property or Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. No firearms may be carried to or brought into any meeting of the District's Board of Supervisors.
21. **Trespassing/Loitering.** Trespassing or loitering is not allowed at the Amenities. Violators may be reported to law enforcement.
22. **Compliance with Laws.** All Patrons and their Guests shall abide by and comply with all federal, state and local laws and ordinances, as well as District rules and policies, while present at or utilizing District Property or Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of the Amenities and District property are under twenty-four (24) hour video/audio surveillance.

24. **Grills.** Grills are permitted only upon Amenity Management Team approval.
25. **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless at District authorized and managed activities. Resident use of such equipment is permitted in designated locations with prior written Amenity Management Team approval, insurance qualifications, deposits, and any other fees required. All inflatable attractions must be secured to sandbags, no spikes or nails into the ground are permitted.
26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is restricted while in the Clubhouse. Patrons and their Guests shall keep their ringers turned off or on vibrate while in the Clubhouse. Cellphone use is not permitted while using the fitness center.
27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Management Team and shall be stored in the lost and found for two weeks.
28. **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the Amenity Management Team. Patrons who provide personal training or any fitness or sports instruction services are prohibited from conducting such services at the Amenity Facility, including but not limited to swim lessons, Yoga, Zumba, weight lifting, and tennis lessons.
29. **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).



### ALCOHOL POLICY

The District is licensed for the sale of beer, wine, and liquor in certain areas. **Patrons and their Guests are not allowed to bring alcohol onto District property or the Amenities at any time.** Patrons who rent the Amenities are required to use bartenders employed by the Amenity Management Team, must obtain liability insurance with limits of not less than \$1 million per occurrence, and may be required to provide security for the event. Vendors must list the District as an additional insured on their insurance policies. Please see the Amenity Management Team for scheduling, rental fees, and other requirements related to renting the Amenities. Patrons and their Guests under twenty-one (21) years of age may not consume alcohol on-property at any time.

As more fully set forth in District Resolution 2008-03, the following policy applies to the consumption of alcoholic beverages at the clubhouse:

1. Patrons and their Guests must be at least twenty-one (21) years of age to be served alcohol.
2. All Patrons and their Guests must present valid picture identification at the request of the Amenity Management Team.
3. Alcohol served on the premises must be consumed on the premises.
4. The District reserves the right to refuse to serve alcohol to anyone.
5. The District reserves the right to ask intoxicated persons to leave the Amenities or District property.
6. Subject to the rental policy, only alcoholic beverages served by the clubhouse staff are allowed at the Amenities or District property.
7. Alcohol policies may be changed at any time at the discretion of the District.

### FITNESS CENTER

1. **Exercise at Your Own Risk.** The fitness center is not supervised and persons using this facility do so at their own risk. All Patrons and their Guests are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons, Junior Patrons and their Guests ages sixteen (16) and older may use the fitness center, but they must have a Proximity Card and signed waiver on file. Minor Patrons are not permitted to use the fitness center.
3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn in the fitness center.
4. **Courtesy.** Cardiovascular equipment use is limited to thirty (30) minutes when others are waiting. When others are waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be turned off and not used while in the fitness center.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved, certified and employed by the Amenity Management Team.
10. **Maintenance Items.** All concerns, equipment malfunctions, and maintenance should be reported to Staff.
11. **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Class fees are required by all patrons and their guests. All instructors must be approved by the District.
12. **General Usage.** Patrons and Guests may use the studio and the equipment when classes are not in session and the room is unlocked; however, all equipment must remain in the studio and be returned to its proper location.
13. **Music System.** The music system is controlled by the Amenity Staff and may only be utilized as part of a structured and supervised program.
14. **Usage Restrictions.** Except for Junior Patrons, persons under the age of sixteen (16) may participate in group exercise classes only if accompanied by an adult.

### LOCKER ROOMS

1. **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
2. If a locker is not vacated at the end of the day, items and locks left in or on the locker may be removed and disposed of by the Amenity Management Team.
3. The Amenity Management Team will make reasonable efforts to provide notice before removing items and locks. Items removed from lockers will be kept for two (2) weeks at the Clubhouse lost and found, after which unclaimed items will be donated or otherwise disposed of.
4. The Amenity Management Team reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
5. **Age Restriction.** Children seven (7) years of age and older are required to use the locker room/restroom of their gender.
6. **Dressing Room.** Men's and Women's accessible dressing rooms are available to anyone who may need assistance changing.

### SAUNAS

1. **Age Restriction.** Participants must be sixteen (16) years of age or older to use the sauna.
2. **Attire.** A towel, bathing suit or gym shorts must be worn. Do not wear jewelry or contact lenses.
3. **Health.** Women who are pregnant and persons with high or low blood pressure, heart disease or diabetes should not utilize the sauna without first consulting a physician.
4. **Time Limit.** Limit the usage time in the sauna to ten (10) minutes. Long exposure in the sauna may result in nausea, dizziness or fainting.
5. **Paper Materials.** No paper materials (newspaper, magazines, etc.) are permitted in the sauna.
6. **Usage.** Do not put water on the sauna rocks. Hanging clothes or towels over the sauna rocks is prohibited.

## POOL, WATERSLIDE & LAP LANES

1. **Operating Hours.** Swimming is permitted only during designated hours. Such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is scheduled.
2. **Check-In.** Patrons and their Guests are required to check in at the reception desk, register their Guests, pay any applicable fees and remain with their Guests for the duration of their visit, unless the Patron obtains a Guest Proximity Card for their Guest. Access to the pool is on a first-come, first-served basis and the District reserves the right to refuse entry if the pool is at capacity.
3. **Swim at Your Own Risk.** All persons using the pool and slide do so at their own risk and must abide by all swimming pool rules and policies. All persons using the slide must complete a waiver before utilizing the slide.
4. **Supervision.** Children under the age of sixteen (16) and all inexperienced swimmers must be accompanied and directly supervised by an experienced adult swimmer while using or near the pool. All children under the age of 5 years, all children using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device, and all non-swimmers must be directly supervised by an experienced adult swimmer within arm's length when on the pool deck or in the pool. The District does not provide supervision and all persons using the slide and pool do so at their own risk.
5. **Small Children.** Children under the age of four (4) years are restricted to the tot pool unless being held by an experienced adult swimmer. Parents and caregivers should take children to the restroom before entering the pool.
6. **Protective swim gear; Swim Diapers.** Protective swim gear, such as rubber lined swim diapers for small children who are not reliably toilet trained, are required for all persons with incontinence issues. A swimsuit must be worn over the protective swim gear. Non-swim gear and diapers (cloth and disposable) are prohibited. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual failing to follow these rules or otherwise responsible for contamination of the pool shall be responsible for any clean-up or decontamination expenses incurred by the District.
7. **Food and Drink.** Patrons will be permitted to bring their own food and nonalcoholic beverages to the pool; however, no coolers and no food or beverages are permitted in the pool, or on the pool wet deck area, 4 feet from pool edge. Food and beverages are only allowed in designated areas. Possession of alcohol other than purchased through the Galley Café will result in immediate expulsion and may result in suspension from District Amenities.
8. **Smoking, vaping, nicotine use.** Smoking, including e-cigarettes and vaping, dipping and other nicotine use (except nicotine patches) is prohibited in the pool or on the pool wet deck area, 4 feet from pool edge.
9. **Glass Containers.** Glass containers or breakable objects of any kind are not permitted on District property. **Aquatic Toys and Recreational Equipment.** Pool toys and flotation devices are permitted in the pool under the direct supervision of an adult. Amenity Center staff has the right to deem certain toys and/or floatation devices inappropriate. Amenity Center staff reserves the right to prohibit use of any play equipment, especially during

times of peak or scheduled activities or if the equipment provides a safety concern or nuisance to others as determined by Amenity Center staff. The following items are generally allowed: noodles, kick boards, water wings, soft foam balls, dive sticks, infant floatation devices equipped with leg holes. The following items are generally prohibited: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys, battery operated toys, any rings or floatation devices larger than 30 inches.

10. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards are permitted inside the clubhouse gates. A bike rack is provided near the pool gate in the parking lot area. Please be sure to secure and lock your belongings. The District is not responsible for lost or stolen items.
11. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person with or suspected of having a communicable disease which could be transmitted may use the pool.
12. **Attire.** Proper swim attire must be worn. Cutoffs, thongs, and overly revealing clothes that do not coincide with a family-friendly environment are prohibited. Patrons or Guests without proper attire may be asked to leave the facility. Inappropriate wear is at the discretion of Amenity Staff and by the Amenity Management Team.
13. **Pets/Service Animals.** Pets are not permitted on or in the Amenities at any time. Service Animals must be leashed or otherwise kept under the control of their handler. Service Animals shall not be permitted to remain within the Amenities or on District Property if the Service Animal is out of the control of their handler, is not housebroken, or their behavior poses a direct threat to the health or safety of others. The District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for promptly picking up after pets and Service Animals.
14. **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is permitted in the pool or on the pool deck. No hanging or jumping off the bridge is permitted. No sitting or hanging on the lap lanes is permitted.
15. **Diving.** Diving is strictly prohibited. Back dives, back flips, back jumps or other dangerous actions are prohibited.
16. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sound or sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
17. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
18. **Noise.** Radios, tape players, CD players, MP3 players, televisions, cell phones and the like are not permitted unless they are personal units equipped and used with headphones.
19. **Entrances.** Pool entrances must be kept clear.

20. **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.
21. **Pool Furniture.** Pool furniture is not to be removed from the pool area.
22. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
23. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.
25. **Restrooms/Locker Rooms.** Please use the restrooms adjacent to the pool, not the locker rooms. Children, ages seven and older, MUST use their gender appropriate restroom and changing room.
26. **Staff Only.** Only Staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
27. **Pool Closure.** In addition to Hillsborough County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
  - Operational and mechanical difficulties affecting pool water quality.
  - During severe weather conditions (heavy rain, lightning, or thunder) and warnings, especially when visibility to the pool bottom is compromised (pool deck will also be closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (pool deck will also be closed).
  - Time required to sanitize the pool water following any mishap that results in feces or vomit in the pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
28. **Private Parties.** Private parties are not permitted.
29. **Compliance with Adopted Pool Safety Plan.** The District has adopted a pool safety plan which has been approved by the Hillsborough County Department of Health ("Pool Safety Plan"). Patrons and Guests must not engage in behavior which violates the Pool Safety Plan.

### WATERSLIDE

1. Use of the slide is only permitted when the waterslide is officially open.
2. Pregnant women and persons with heart conditions or back trouble should not ride the waterslide.
3. Only 1 person may slide down the waterslide at any given time.
4. All persons using the slide must complete a waiver before utilizing the slide.
5. Standing or climbing on the waterslide is not permitted. Users must always ride down feet first.

6. Diving into/off of, kneeling, changing positions, slowing down, stopping, forming chains or sliding down head first is prohibited at all times.
7. No floats, rafts, balls, toys, jewelry, water wings, goggles, masks, safety floats and not approved swim attire of any kind are permitted on the waterslide.
8. Children less than forty (40) inches tall are not permitted to ride the waterslide.
9. Children more than forty (40) inches tall may ride the waterslide only if they demonstrate the ability to swim independently to the side of the pool after exiting.
10. Keep arms and hands inside the flume.
11. The waterslide may only be used when it is attended at the top and bottom.
12. The water play feature is not monitored by lifeguards.
13. Parents and children are not permitted to catch children at the bottom of the waterslide.
14. Before sliding check that there is water in the flume. Riding a dry slide is strictly prohibited.
15. After your ride, leave the waterslide splash area IMMEDIATELY.
16. No pushing in line.
17. All waterslide riders shall obey lifeguard and amenity staff instructions. Failure to do so may result in loss of waterslide privileges for the remainder of the day, or other disciplinary action.

#### **LAP LANES**

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags will be available during the week only.
5. The District reserves the right to remove some lap lanes on weekends.

#### **ADA CHAIR LIFT**

1. ADA chair lifts are for use by disabled Patrons and their Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. The Amenity Management Team is not authorized to assist Patrons or their Guests with use.



**LAGOON ROOM, ADMIRAL'S LOUNGE  
AND RELATED GATHERING AREAS**

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use. The Lagoon Room is only available through registration.

1. **Availability.** All areas, except for the Lagoon Room, are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Lagoon Room.** The Lagoon Room is available for rental (see the section herein on rentals).
3. **Age Restriction.** No one under the age of sixteen (16) may use these areas unless they are accompanied by an adult Patron or caregiver. Patrons are not permitted to “drop off” their children/grandchildren without adult supervision.

### **WIRELESS INTERNET ACCESS**

1. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
2. Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
  - a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
  - b. Propagating malicious software.
  - c. Unauthorized copying of copyrighted material.
  - d. Attempting to access unauthorized files or systems.
3. Parents and legal guardians are responsible for deciding which Internet resources are appropriate for their children. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Parents and guardians are encouraged to read and share with children under eighteen (18) the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

## BASKETBALL COURTS

The Basketball Court Facilities are not supervised and persons using the facilities do so at their own risk. Persons interested in using the Basketball Court Facilities are encouraged to consult with a physician prior to use.

1. **Hours:** The Basketball Court Facilities are available for Basketball game play only by Patrons during normal operating hours from 7am – 10pm. These facilities may not be rented and are available on a “first-come, first-serve” basis, unless otherwise programmed by the District. Persons desiring to use the Basketball Court must check with Amenity Staff to verify availability. Use of the Basketball court is limited to one (1) hour when others are waiting.
2. **Emergencies:** The Emergency Procedures set forth in this Handbook should be followed when any emergency occurs. Furthermore, all injuries should be reported to Amenity Staff.
3. **Attire:** Proper basketball or athletic shoes and attire are required while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
4. **Etiquette:** Proper etiquette shall always be adhered to. The use of profanity or disruptive behavior is prohibited.
5. **Prohibited Items.** Pets, roller blades, bikes, skates, skateboards, scooters, and the use of sidewalk chalk are prohibited.
6. **Alcohol.** Nonalcoholic beverages are permitted at the Basketball Court Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages and food are not permitted.
7. **Age.** No one under the age of thirteen (13) may use the Basketball Court Facilities unless they are a Junior Patron or are accompanied by an adult Patron.
8. **Usage.** Persons using the Basketball Court must supply their own equipment.
9. **Other Activities.** No bicycles, scooters, roller skates, roller blades or skateboards or other devices of similar use are permitted on the tennis courts. No other sports are permitted unless approved by the Amenity Management Team.
10. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
11. **Equipment.** Patrons are responsible for bringing their own equipment.
12. **Guests.** Patrons are not permitted to bring guests. Guests must join the Non-Resident Basketball Program for use of the Basketball Courts.
13. **Noise.** Radios, tape players, CD players, MP3 players, televisions, cell phones and the like are not permitted unless they are personal units equipped and used with headphones.
14. **Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited. Violations of these rules may result in verbal warnings, suspension of court privileges, or fines, as determined by the Amenity Management Team.

15. **Weather.** The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.
16. **Cleanliness.** Players must remove all personal items including trash prior to leaving the Court. Court damage shall be reported to the Amenity Management Team immediately.

Basketball backboard height must stay at ten feet, unless children 9 and younger are using the court with adult supervision, in which case the basketball backboard height may be adjusted. If the height is adjusted, it must be returned to ten feet upon exiting the Basketball Court Facilities.

Youth Backboard Height Recommendations:

1. Eight (8) foot goals are recommended for Ages five (5) to six (6).
2. Nine (9) foot goals are recommended for Ages seven (7) to nine (9).
3. Ten (10) foot goals are recommended for all other ages.

#### **NON-RESIDENT BASKETBALL PROGRAM**

1. **Program.** The District oversees the Non-Resident Basketball Program, whereby the District, in exchange for the payment of fees, offers access to its Basketball court to Non-Residents, subject to the rules and policies of the District. As described herein and subject to the District's rules and policies, the Non-Resident Basketball Program shall provide its participants with: access to the District's tennis courts. As set forth above, a member of the Non-Resident Basketball Program is referred to as "Non-Resident Basketball Patron."
2. **Enrollment.** The District, in its discretion, currently offers enrollment in the Non-Resident Basketball Program.
3. **Enrollment Packages.** The District offers a twelve (12) Month Non-Resident Basketball Enrollment Program, subject to the District's rules and policies, beginning on the date of purchase and concluding twelve (12) months after such date.
4. **Fees.** There shall be an annual fee of Six Hundred Sixty Dollars and No Cents (\$660.00) for the Non-Resident Basketball Program. The Program shall automatically renew on an annual basis at its conclusion. The District must receive Payment within fifteen (15) days of the Programs renewal.
5. **Cancellation of Non-Resident Program.** Non-resident users shall provide District Staff with a thirty (30) day notice to cancel their annual membership.
6. **Rules and Policies.** By participating in the Non-Resident Basketball Program, each Non-Resident Basketball Patron assumes responsibility for familiarizing himself or herself with the District rules and policies, as set forth herein and elsewhere, and abiding by such rules and policies.
7. **Access.** To access the District's Basketball court, Non-Resident Basketball Patrons must be issued a Non-Resident Proximity Card.
8. **Requisite Age.** Each Non-Resident Basketball Patron must be at least eighteen (18) years of age. The District shall not grant enrollment in the Non-Resident Basketball Program to any Non-Resident who is not at least eighteen (18) years of age.

9. **No Guests.** The Non-Resident Basketball Program's benefits, as described herein, are specific to only Non-Resident Tennis Patrons and may be enjoyed by only Non-Resident Basketball Patrons. Accordingly, Non-Resident Basketball Patrons are prohibited from inviting any person who is not authorized to use the District's tennis courts to such tennis courts for the purpose of having that person partake or participate in any of the Non-Resident Basketball Program's benefits.
10. **Identification.** The District shall issue a Non-Resident Basketball Program card to each Non-Resident Basketball Patron, which shall identify that the card-carrying Non-Resident Basketball Patron is enrolled in the Non-Resident Basketball Program. Each Non-Resident Basketball Patron shall carry, or have immediate access to, his or her Non-Resident Basketball Program card when at the Amenities or other District facilities.
11. **Interpretation.** These rules and policies for the Non-Resident Basketball Program shall be interpreted as consistent with, and shall be read together with, all other rules and policies for the District's Basketball courts, as set forth herein. To the extent that there is any conflict between these rules and policies for the Non-Resident Basketball Program and other rules and/or policies for the District's Basketball courts, these rules and policies shall control. In the event that the rules and policies for the Non-Resident Basketball Program are silent on a particular subject, the District's other rules and policies for its Basketball courts shall govern.

## TENNIS FACILITIES

Our community offers four (4) “hard-tru” championship courts for informal use, lessons, and league play.

### *Guidelines*

1. **Reservations.** Tennis courts may be reserved for up to two (2) hours through our online court reservation system. Reservations may be made up to fourteen (14) days in advance for Tournament play and three (3) days in advance for regular play. Court reservations will be honored and enforced over unscheduled play unless the players arrive more than twenty minutes late for their reservation. When other players are waiting, tennis court use should be limited to one (1) hour. The Court reservation system should not be abused. Block reservations are strictly prohibited. Residents needing an account should contact [reception@mirabayclub.com](mailto:reception@mirabayclub.com) with their name and address to obtain login credentials.
2. **League Play.** Organized leagues must be approved through the Amenity Management Team. All teams must be comprised of Patrons and persons paying the Tennis Annual User Fee.
3. **Tournament Fee.** A fee of One Hundred Dollars and No Cents (\$100.00) must be paid to the District for all Tournament Play. Clubs or groups collecting fees for tournaments must notify the District.
4. **Access.** Patrons must have their Proximity Card to access the restrooms at the tennis pavilion. Patrons must obtain the program code to access the closet. The code is changed periodically, and available to you at the reception desk, upon presentation of a Proximity Card.
5. **Supervision.** Persons under the age of sixteen (16), except Junior Patrons, must always be accompanied and supervised by an adult Patron while using the athletic courts. Junior Patrons may use the athletic courts without adult supervision.
6. **Attire.** All players shall be dressed in appropriate attire, which includes shirts, clay court tennis specific shoes, shorts or warm-up suits. These items must be worn. Open-toed shoes, sandals or cleats are not permitted.
7. **Use Rules.** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players.
8. **Pets/Service Animals.** Pets are not permitted on or in the Amenities at any time. Service Animals must be leashed or otherwise kept under the control of their handler. Service Animals shall not be permitted to remain within the Amenities or on District Property if the Service Animal is out of the control of their handler, is not housebroken, or their behavior poses a direct threat to the health or safety of others. The District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for promptly picking up after pets and Service Animals.
9. **Alcohol.** Nonalcoholic beverages are permitted if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages and food are not permitted on the courts, even if purchased from the café.

10. **Operating Hours.** The Tennis courts are open from 7:00 am to 10:00 pm only. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
11. **Court Lights.** Court lights controls are in the combination-controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to five (5) minutes for lights to fully illuminate. After play, lights must be turned off prior to leaving the court area.
12. **Other Activities.** No bicycles, scooters, roller skates, roller blades or skateboards or other devices of similar use are permitted on the tennis courts. No other sports are permitted unless approved by the Amenity Management Team.
13. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
14. **Equipment.** Patrons are responsible for bringing their own equipment.
15. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
16. **Sales.** Sale of merchandise is strictly prohibited.
17. **Guests.** Patrons are not permitted to bring guests. Guests must join the Non-Resident Tennis Program for use of the Tennis Courts.
18. **Noise.** Radios, tape players, CD players, MP3 players, televisions, cell phones and the like are not permitted unless they are personal units equipped and used with headphones.
19. **Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited. Abusive behavior should be reported to the Amenity Management Team immediately. Violations of these rules may result in verbal warnings, suspension of court privileges, or fines, as determined by the Amenity Management Team.
20. **Weather.** The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.
21. **Cleanliness.** Players must remove all personal items including trash prior to leaving the Court. Court damage shall be reported to the Amenity Management Team immediately.

#### **NON-RESIDENT TENNIS PROGRAM**

12. **Program.** The District oversees the Non-Resident Tennis Program, whereby the District, in exchange for the payment of fees, offers access to its tennis courts to Non-Residents, subject to the rules and policies of the District. As described herein and subject to the District's rules and policies, the Non-Resident Tennis Program shall provide its participants with: access to the District's tennis courts. As set forth above, a member of the Non-Resident Tennis Program is referred to as "Non-Resident Tennis Patron."
13. **Enrollment.** The District, in its discretion, currently offers enrollment in the Non-Resident Tennis Program.
14. **Enrollment Packages.** The District offers a twelve (12) Month Non-Resident Tennis Enrollment Program, subject to the District's rules and policies, beginning on the date of purchase and concluding twelve (12) months after such date.

15. **Fees.** There shall be an annual fee of Seven Hundred Seventy Five Dollars and No Cents (\$775.00) for the Non-Resident Tennis Program. The Program shall automatically renew on an annual basis at its conclusion. The District must receive Payment within fifteen (15) days of the Programs renewal.
16. **Cancellation of Non-Resident Program.** Non-resident users shall provide District Staff with a thirty (30) day notice to cancel their annual membership.
17. **Rules and Policies.** By participating in the Non-Resident Tennis Program, each Non-Resident Tennis Patron assumes responsibility for familiarizing himself or herself with the District rules and policies, as set forth herein and elsewhere, and abiding by such rules and policies.
18. **Access.** To access any one of the District's Tennis courts, Non-Resident Tennis Patrons must be issued a Non-Resident Proximity Card.
19. **Requisite Age.** Each Non-Resident Tennis Patron must be at least eighteen (18) years of age. The District shall not grant enrollment in the Non-Resident Tennis Program to any Non-Resident who is not at least eighteen (18) years of age.
20. **No Guests.** The Non-Resident Tennis Program's benefits, as described herein, are specific to only Non-Resident Tennis Patrons and may be enjoyed by only Non-Resident Tennis Patrons. Accordingly, Non-Resident Tennis Patrons are prohibited from inviting any person who is not authorized to use the District's tennis courts to such tennis courts for the purpose of having that person partake or participate in any of the Non-Resident Tennis Program's benefits.
21. **Identification.** The District shall issue a Non-Resident Tennis Program card to each Non-Resident Tennis Patron, which shall identify that the card-carrying Non-Resident Tennis Patron is enrolled in the Non-Resident Tennis Program. Each Non-Resident Tennis Patron shall carry, or have immediate access to, his or her Non-Resident Tennis Program card when at the Amenities or other District facilities.
22. **Interpretation.** These rules and policies for the Non-Resident Tennis Program shall be interpreted as consistent with, and shall be read together with, all other rules and policies for the District's tennis courts, as set forth herein. To the extent that there is any conflict between these rules and policies for the Non-Resident Tennis Program and other rules and/or policies for the District's tennis courts, these rules and policies shall control. In the event that the rules and policies for the Non-Resident Tennis Program are silent on a particular subject, the District's other rules and policies for its tennis courts shall govern.



## PICKLEBALL FACILITIES

The Pickleball Courts are owned and operated by the Harbor Bay Community Development District ("District") and are designated for the enjoyment of all Patrons. The courts are unsupervised, and all players use them at their own risk. Patrons are encouraged to consult a physician before engaging in play. All users must comply with the rules and regulations of the District Amenity Rules Handbook.

The facility consists of four (4) primary courts, designated as P1, P2, P3, and P4, and four (4) multi-purpose courts located on the basketball courts, designated as MP1, MP2, MP3, and MP4.

1. **Reservations.** Pickleball courts may be reserved for up to two (2) hours through our online Court reservation system. Reservations may be made up to fourteen (14) days in advance for Tournament play and three (3) days in advance for regular play. Court reservations will be honored and enforced over unscheduled play unless the players arrive more than twenty minutes late for their reservation. When other players are waiting, Court use should be limited to one (1) hour. The Court reservation system should not be abused. Block reservations are strictly prohibited. Residents needing an account should contact [reception@mirabayclub.com](mailto:reception@mirabayclub.com) with their name and address to obtain login credentials.
2. **League Play.** Organized leagues must be approved through the Amenity Management Team. All teams must be comprised of Patrons and persons paying the Pickleball Annual User Fee.
3. **Tournament Fee.** A fee of One Hundred Dollars and No Cents (\$100.00) must be paid to the District for all Tournament Play. Clubs or groups collecting fees for tournaments must notify the District.
4. **Access.** Patrons must have their Proximity Card to access the restrooms at the tennis pavilion. Patrons must obtain the program code to access the closet. The code is changed periodically, and available to you at the reception desk, upon presentation of a Proximity Card.
5. **Supervision.** Persons under the age of sixteen (16), except Junior Patrons, must always be accompanied and supervised by an adult Patron while using the athletic courts. Junior Patrons may use the athletic courts without adult supervision.
6. **Attire.** All players shall be dressed in appropriate attire, which includes shirts, shoes with non-marking soles, shorts or warm-up suits. Open-toed shoes, sandals or cleats are not permitted.
7. **Use Rules.** Pickleball Courts are for pickleball only. Players must provide their own paddles and balls. The official playing rules of USA Pickleball (USAP) must be adhered to.
8. **Pets/Service Animals.** Pets are not permitted on or in the Amenities at any time. Service Animals must be leashed or otherwise kept under the control of their handler. Service Animals shall not be permitted to remain within the Amenities or on District Property if the Service Animal is out of the control of their handler, is not housebroken, or their behavior poses a direct threat to the health or safety of others. The District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for promptly picking up after pets and Service Animals.
9. **Alcohol.** Non-alcoholic beverages are permitted if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages and food are not permitted on the courts, even if purchased from the café.
10. **Operating Hours.** The Courts are open from 7:00 am to 10:00 pm only. No one is permitted on the Courts at any other time unless a specific event is scheduled.

- 11. Court Lights.** Court lights controls are in the combination-controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to five (5) minutes for lights to fully illuminate. After play, lights must be turned off prior to leaving the court area.
- 12. Other Activities.** No bicycles, scooters, temporary nets, sidewalk chalk, roller skates, roller blades or skateboards or other devices of similar use are permitted on the tennis courts. No other sports are permitted unless approved by the Amenity Management Team.
- 13. Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- 14. Equipment.** Patrons are responsible for bringing their own equipment.
- 15. Pickleball Instruction.** Except as expressly authorized by the District, Pickleball instruction for fees, or solicitation of instruction for fees, is prohibited.
- 16. Sales.** Merchandise sales are strictly prohibited. .
- 17. Guests.** Patrons are not permitted to bring guests. Guests must join the Non-Resident Pickleball Program for use of the Courts.
- 18. Noise.** Radios, tape players, CD players, MP3 players, televisions, cell phones and the like are not permitted unless they are personal units equipped and used with headphones.
- 19. Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited. Abusive behavior should be reported to the Amenity Management Team immediately. Violations of these rules may result in verbal warnings, suspension of court privileges, or fines, as determined by the Amenity Management Team.
- 20. Weather.** The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.
- 21. Cleanliness.** Players must remove all personal items including trash prior to leaving the Court. Court damage shall be reported to the Amenity Management Team immediately.

#### **NON-RESIDENT PICKLEBALL PROGRAM**

- 1. Program.** The District oversees the Non-Resident Pickleball Program, whereby the District, in exchange for the payment of fees, offers access to its tennis courts to Non-Residents, subject to the rules and policies of the District. As described herein and subject to the District's rules and policies, the Non-Resident Pickleball Program shall provide its participants with: access to the District's tennis courts. As set forth above, a member of the Non-Resident Pickleball Program is referred to as "Non-Resident Pickleball Patron."
- 2. Enrollment.** The District, in its discretion, currently offers enrollment in the Non-Resident Pickleball Program.
- 3. Enrollment Packages.** The District offers a twelve (12) Month Non-Resident Pickleball Enrollment Program, subject to the District's rules and policies, beginning on the date of purchase and concluding twelve (12) months after such date.
- 4. Fees.** There shall be an annual fee of Fourteen Hundred Dollars and No Cents (\$1400.00) for the Non-Resident Pickleball Program. The Program shall automatically renew on an

annual basis at its conclusion. The District must receive Payment within fifteen (15) days of the Programs renewal.

5. **Cancellation of Non-Resident Program.** Non-resident users shall provide District Staff with a thirty (30) day notice to cancel their annual membership.
6. **Rules and Policies.** By participating in the Non-Resident Pickleball Program, each Non-Resident Pickleball Patron assumes responsibility for familiarizing himself or herself with the District rules and policies, as set forth herein and elsewhere, and abiding by such rules and policies.
7. **Access.** To access any one of the District's Pickleball courts, Non-Resident Pickleball Patrons must be issued a Non-Resident Proximity Card.
8. **Requisite Age.** Each Non-Resident Pickleball Patron must be at least eighteen (18) years of age. The District shall not grant enrollment in the Non-Resident Pickleball Program to any Non-Resident who is not at least eighteen (18) years of age.
9. **No Guests.** The Non-Resident Pickleball Program's benefits, as described herein, are specific to only Non-Resident Pickleball Patrons and may be enjoyed by only Non-Resident Pickleball Patrons. Accordingly, Non-Resident Pickleball Patrons are prohibited from inviting any person who is not authorized to use the District's tennis courts to such tennis courts for the purpose of having that person partake or participate in any of the Non-Resident Pickleball Program's benefits.
10. **Identification.** The District shall issue a Non-Resident Pickleball Program card to each Non-Resident Tennis Patron, which shall identify that the card-carrying Non-Resident Pickleball Patron is enrolled in the Non-Resident Pickleball Program. Each Non-Resident Pickleball Patron shall carry, or have immediate access to, his or her Non-Resident Pickleball Program card when at the Amenities or other District facilities.
11. **Interpretation.** These rules and policies for the Non-Resident Pickleball Program shall be interpreted as consistent with, and shall be read together with, all other rules and policies for the District's tennis courts, as set forth herein. To the extent that there is any conflict between these rules and policies for the Non-Resident Pickleball Program, these rules and policies shall control. In the event that the rules and policies for the Non-Resident Pickleball Program are silent on a particular subject, the District's other rules and policies for its Pickleball courts shall govern.

## PLAYGROUNDS AND PARKS

1. **Use at Own Risk.** Patrons and their Guests use the playgrounds and parks at their own risk. Users must comply with all posted signage.
2. **Hours of Operation.** Unless otherwise posted, all playground and park hours are from sunrise to sunset.
3. **Supervision.** Persons under the age of sixteen (16), except Junior Patrons, must be accompanied and supervised by an adult Patron. All playground and park users are expected to play cooperatively with each other.
4. **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
5. **Mulch.** The mulch material should not be picked up, thrown, or kicked for any reason.
6. **Food & Drink.** No food, drinks or gum are permitted on the playground. Food and drinks are permitted at the parks. Patrons and their Guests must clean-up of any food or drinks brought to the parks and properly dispose of all trash.
7. **No Alcohol.** Alcoholic beverages are not permitted on playgrounds or parks.
8. **Pets/Service Animals.** Pets are not permitted on or in the Amenities at any time. Service Animals must be leashed or otherwise kept under the control of their handler. Service Animals shall not be permitted to remain within the Amenities or on District Property if the Service Animal is out of the control of their handler, is not housebroken, or their behavior poses a direct threat to the health or safety of others. The District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for promptly picking up after pets and Service Animals.
9. **Glass Containers.** No glass containers are permitted.
10. **Equipment.** No hard balls such as baseballs, golf balls, etc. are permitted.
11. **No Jumping.** No jumping from any climbing bar or platform.
12. **Playground Slides.** Slide users must climb the ladder and go down the slide one at a time, in a sitting position, feet forward. Users must wait until the person before them finishes and exits the slide. Users must slide inside the tunnel slide, may not climb on top, and may not clog the tunnel slide. No running or climbing up the slides.
13. **Use of Tiki Hut.** Children must be supervised in the Tiki Hut area. Please be courteous with your time if others are waiting to use the Tiki Hut.

## **YOUTH PROGRAMMING/DOCKERS**

The MiraBay After School Program, Summer Camp, and other affiliated day/week camps are available to both residents and non-residents, with non-residents subject to a higher rate. Program pricing is determined based on competitive market rates, reflective of the local average for childcare services.

This program is designed for children entering kindergarten through the end of 5th grade. Each day, participants can expect a structured schedule that includes homework support, educational activities, and outdoor recreation. For additional information about the program, residents are encouraged to contact District Staff directly.

The MiraBay Youth Program is committed to providing a safe, supportive, nurturing and fun environment for children of all backgrounds. By empowering future generations to believe in themselves, leading by example, we create a positive environment for children to develop strength of character, build self-esteem and realize their full potential.

## OUTFITTERS

1. **Use at Own Risk.** Use of the livery boats and other equipment is at your own risk.
2. **Toys/Vehicles.** No toys, skates, or skateboards allowed.
3. **Fishing.** Subject to any other applicable requirements of governmental and other authorities, and without making any representations regarding the same, fishing is permitted from floating docks (but not from the Boat Lift) maintained by the District, with adult supervision.
4. **Age Restrictions.** Persons under the age of sixteen (16) must be accompanied and supervised by an adult Patron. Minimum age for boat livery is sixteen (16) years. Each boat must have at least one (1) occupant sixteen (16) years or older.
5. **Swimming.** Swimming is prohibited in all ponds, lagoons, or from shoreline of water bodies maintained by the District unless otherwise posted.
6. **Reckless Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited.
7. **Loading & Unloading.** Livery Boats must load or unload passengers in designated areas.
8. **Personal Flotation Devices.** All occupants of livery canoes, kayaks and sunfish must wear a Coast Guard approved Class I, II, or III Personal Flotation Device ("PFD"). All children less than fifty (50) pounds in weight must wear a PFD when in a liveried boat.
9. **Maximum Number of People.** Exceeding the maximum number of people allowed in canoes, kayaks and sunfish is prohibited.
10. **Pets.** Pets are not permitted in livery boats unless participating in an approved program or event.
11. **Storms/Fishing.** Fishing docks are closed in the event of electrical storms and must be vacated immediately.
12. **Boating/Fishing Laws.** All state boating and fishing laws apply, and each Patron and Guest is responsible for knowing and complying with such laws. Additionally, all Patrons and Guests must comply with restrictions posted at the individual marinas. Further, the District does not presently own the canals and, accordingly, additional restrictions on boating and/or fishing may apply in these areas.

### BOAT RAMP ACCESS

The Boat Ramp is NOT to be utilized as a “day ramp.” As per the permit requirements, the Boat Ramp is for the exclusive use of registered boats. It is to be used for emergency, maintenance and delivery purposes only.

1. **Hours.** Hours of Operation (unless otherwise posted) are from 9:00a.m.to 5:00p.m.
2. **Appointments.** When expecting to use the Boat Ramp, please make an appointment with the reception desk ahead of time.
3. **Keys.** Obtain a key or code from the reception desk and leave a Proximity Card.
4. **Procedure.** At the boat ramp, users must do the following to access the ramp:
  - a. Open the chain.
  - b. Put in or take out craft.
  - c. Secure craft to dock or on trailer and immediately return key. DO NOT LEAVE WITH KEY.

### ADMIRAL POINTE CLUBHOUSE

1. **Availability.** All areas are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Common Area.** The clubhouse's common area is available for rental (see the section herein on rentals).
3. **Age Restriction.** Persons under the age of sixteen (16) must be accompanied and supervised by an adult Patron.



### POND AREAS

1. **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
2. **Age Restrictions.** Persons under the age of sixteen (16) must be accompanied and supervised by an adult Patron when fishing.
3. **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish, walk or ride bicycles to the ponds.
4. **Equipment.** Do not leave fishing poles, lines, equipment or bait unattended.
5. **Litter.** Do not leave any litter. Fishing line is hazardous to wildlife.
6. **Wildlife.** Do not feed the wildlife anything, ever.
7. **Catch & Release.** Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required, and removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival.
8. **Prohibition on Dangerous Equipment; No Cast Netting.** Spear fishing, or the use of spear guns, bows and arrows and firearms (to the extent of the prohibitions allowed by law), are not permitted. Cast netting and use of traps are also prohibited.
9. **No Swimming.** Swimming is prohibited in all ponds on District property.
10. **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.
11. **Licensing Requirements.** Licensing requirements from other governmental agencies may apply, and it is the responsibility of Patrons and Guests to ensure that they have met all legal requirements to fish.
12. **Stormwater Management System.** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

## FACILITY RENTAL POLICIES

**1. *Rentals; Patrons Only.*** Patrons must reserve the Lagoon Room, the Small Meeting Room, Outfitters, and the Admiral Pointe Clubhouse to use those areas on an exclusive basis and must reserve the Promenade for any organized party or event and to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the Amenity Manager. Please contact the Amenity Management Team to determine availability of the Amenities for any reservation.

**2. *Amenities Available for Rental:*** The following Amenities are available for rental: Lagoon Room, the Small Meeting Room, Outfitters, the Admiral Pointe Clubhouse, as well as, Promenade, Tennis Courts, Pickleball Courts and Basketball Courts. All reservations, rentals, and use of District Facilities shall be subject to and consistent with the purposes and authority of the District and shall primarily benefit District residents.

**3. *Payment & Registration.*** Patrons interested in renting District facilities may pick up the rental packet from the Amenity Manager. At the time the reservation is made, the completed paperwork, insurance as well as payment for both the deposit and the room rental must be made. Each Patron renting the Amenities must sign and execute the Districts Rental Agreement. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

**4. *Rates and Deposits.*** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. All deposits are applied to the final bill. A card must be stored on file and any fees will be applied to that card should the below task not be completed.

- i. Remove all garbage, place in dumpster and replace garbage liners;
- ii. Take down all decorations or event displays; and
- iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may charge your card on file if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

**5. *Fees and donations.*** No fees or donations may be charged or collected. No one using District facilities may charge or collect any fees, payments, or donations without approval from the District.

**6. *Advertising.*** Advertising of any events or activities shall be primarily directed to District residents and shall state that the Harbor Bay Community Development District is neither sponsoring nor affiliated with the event.

**7. *Food & Nonalcoholic Beverages.*** The Patron may bring in his or her own food and nonalcoholic beverages.

**8. *Alcoholic Beverages.*** If the Patron desires to have alcohol available at the event, the Patron must notify the Amenity Management Team in advance. Alcohol must be purchased from the MiraBay Clubhouse and all other alcohol is prohibited. The sale of alcoholic

beverages, except by and through the MiraBay Clubhouse, is prohibited. Coolers are not permitted. Violation of any kind may result in a Suspension.

**9. *Smoking and Illegal Substances.*** Smoking, vaping and illegal substances are prohibited.

**10. *Computation of Rental Time.*** The rental time is inclusive of set-up and clean-up time. A cleaning fee of Three Hundred dollars and Zero Cents for residents (\$300) Six Hundred dollars and Zero Cents (\$600) for non-residents.

**11. *Available Hours.*** The Amenities may be rented for parties and events during normal operating hours. Additionally, the Clubhouse may be rented after hours and until midnight, unless a later time has been approved by the District in writing prior to the event. All parties and events, including clean-up, at the Clubhouse must conclude by midnight (or such time as otherwise approved by the District).

**12. *Capacity.*** The Clubhouse capacity limit shall not be exceeded at any time.

**13. *Noise.*** The volume of live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' enjoyment of their homes. Music amplification devices must be approved prior to the date of the event.

**14. *Equipment.*** No firearms, weapons combustibles, open fires, generators, inflatables, bounce houses, motorized equipment, mechanical bulls, rock climbing equipment, amusement rides, petting zoos, waterslides, or paintball equipment are permitted except with the express written permission of the Amenity Management Staff prior to the event and subject to any reasonable rules, regulations, restrictions, limitations, security, safety, and insurance requirements imposed by the District or Amenity Management Staff. Restrictions on firearms and weapons apply regardless of any person's license to carry.

**15. *Vendors.*** Outside vendors must be pre-approved by Amenity Management Staff and must provide applicable licenses, insurance, and permits prior tot the event.

**16. *Insurance.*** Liability insurance coverage with limits of not less than \$1 million per occurrence shall be required for all events. Liquor liability insurance shall also be required for events that are approved to serve alcoholic beverages. Products liability insurance may be required for any equipment brought on or in District Facilities. Additional insurance may be required for other events and activities as determined by the District determines in its sole discretion. The District shall be named on these policies as an additional insured.

**17. *Cancellation.*** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Management Team no later than thirty (30) days prior to the scheduled event to receive one hundred percent (100%) of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event one hundred percent (100%) of the security deposit and zero percent (0%) of the rental fee will be returned.

### **PROPERTY DAMAGE**

Each Patron shall be liable for any damage at or to the District Facilities or District Property caused by the Patron or the Patron's Guests or Family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to such damage.

Each Patron and their Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss of or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

### **EMERGENCY PROCEDURES**

In the event of an emergency, call 911. The facilities are equipped with first aid kits and AED units in their designated location.

### **SUSPENSION AND TERMINATION OF ACCESS RULE**

Inappropriate behavior and failure to follow District rules and policies will not be tolerated. All Patrons and their Guests are responsible for compliance with the Amenities Rules established. The District's Amenities Suspension and Termination of Access Rule is included as Part 3 of this Amenities Rules Handbook.

### **USE AT OWN RISK; INDEMNIFICATION**

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), of, from and for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities or the Activities shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, F.S., or other statutes or law.

### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

### **AMENDMENTS/WAIVERS**

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board, District Manager, and/or Amenity Manager may elect in its or their sole discretion to grant waivers to any of the provisions of these Amenities Rules for good cause. The District or Amenity Manager shall inform the Board within a reasonable time of any such waivers.

### **OTHER RULES AND POLICIES**

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

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**PART 2: Harbor Bay Community Development District**  
***Rule for Amenities Rates***

Law Implemented: ss. 190.011, 190.035, Fla. Stat.  
Effective Date: May 15, 2025

**In accordance with Chapters 190 and 120 of the Florida Statutes, and on May 15, 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby rescinded.**

**1. Introduction.** This rule addresses various rates, fees and charges associated with the Amenities owned and managed by the Harbor Bay Community Development District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

**2. Annual User Fee.** Any Non-Resident that pays an Annual User Fee shall be entitled to all rights and obligations of residents with respect to the use of the Amenities. The Annual User Fee is equal to the highest annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets, plus a fifteen percent (15%) surcharge, which amount may be increased or decreased based upon the prevailing market rates. The fee is to be paid for a single year from the date of issuance and is payable in advance in one lump sum payment.

**3. Rental Rates.** Any Patron wishing to rent the following portions of the Amenities must pay the appropriate fee and submit a security deposit in the amounts set forth below:

Area / Service	Fee	Deposit
Lagoon Room-Accommodates up to 100 people	\$200 for up to 2 hours \$50 for each additional hour An additional \$50 to \$150/hour fee will be charged for each hour used after the clubs normal operating hours	50% of total rental price
Admiral Point Clubhouse-Accommodates up to 50 people	\$200 for up to 4 hours \$50 for each additional hour	50% of total rental price
Main Club Promenade-Accommodates up to 12 people	\$50 up to 4 hours	50% of total rental price

Card Room- Accommodates up to 12 people	\$75 for up to 2 hours \$112.50 for 2-8 hours	50% of total rental price
ADDITIONAL FEES		
Bartending Fees	Catering Kitchen	\$50
	0-100 People	\$390 for up to 6 hours
	Table Linen	\$10/table
After Hours Fee	Cleaning Fee- Rental Space	\$300
	Cleaning Fee- Catering Kitchen	\$300
	Applied after normal clubhouse operating hours	\$100/hour <i>*total rental price includes after hours fees</i>
Damage & Excessive Cleaning Fee	Cleaning cost incurred by the District plus 30% administrative fee	
NON-RESIDENT RATES		
Lagoon Room-Accommodates up to 100 people	\$600 for up to 4 hours \$200 for each additional hour	50% of total rental price
Admiral Point Clubhouse- Accommodates up to 50 people	\$150 for up to 2hours \$100 for each additional hour	50% of total rental price
Card Room- Accommodates up to 12 people	\$150 for up to 2 hours \$225 for 2-8 hours	50% of total rental price
ADDITIONAL FEES		
Bartending Fees	Catering Kitchen	\$100
	0-100 People	\$480 for up to 6 hours
	Table Linen	\$20/table
After Hours Fee	Cleaning Fee- Rental Space	\$600
	Cleaning Fee- Catering Kitchen	\$600
	*Total rental price does not include after hours fee	
Damage & Excessive Cleaning Fee	Cleaning cost incurred by the District plus 50% administrative fee	

N/A

**4. PROXIMITY CARD & REGISTRATION FEES**

ITEM	FEE
Patron Proximity Card	No Charge, up to 2 per Household
Junior Patron Proximity Card	
Renters Fee (doesn't apply to Non-Residents who have paid their Annual User Fee & may be renters or property outside the District)	\$50 per card
Replacement Proximity Card	\$40 per card
Caregiver Proximity Card	\$30 per card
Insufficient Funds Fee/Late Fee	Up to \$50 per occurrence

**5. Vehicle Credentials**

ITEM	FEE
Patron Vehicle Barcode	\$30 per barcode
Replacement Vehicle Barcode	\$75 each; there shall be no fee for replacement of a vehicle credential malfunctioning through no fault of the Patron as determined by the Amenity Management Team.
Renters Vehicle Barcode	\$50 per barcode

**6. Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees for these will be based on market rates as determined by the Amenities Manager.

**7. Non-Resident Programs, Activities, Services and Goods Fees.** As set forth in more detail in the District's Amenities Rules, and as a general rule, Non-Residents may attend certain events or programs and purchase goods and services of the District. Non-Residents participating in a program will pay the price of the program plus an additional twenty percent (20%), which amount may be increased or decreased based upon the prevailing market rates.

**8. Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service plus up to an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates. Unless identified herein, no other amenities or facilities of the District may be rented.

**9. Rental by Approved Recreational Clubs and Homeowner's Associations.** The District's Board has determined that the purpose of the Amenities is to provide a facility for recreational activities and, in furtherance of that stated purpose, desires to offer free rental of the Lagoon Room and Small Meeting Room to recreational clubs comprised of Patrons and approved by the District. Such approved clubs may be allowed to reserve the Lagoon Room and Small



Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to twelve (12) months in advance. Similarly, homeowner's associations serving the community within the District may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to 12 months in advance. Table set up and break down are the Patron clubs responsibility. Food, beverage, Bartender or additional staff services will result in an additional charge set forth in the Resident Club Rental Form.

**10. Non-Resident Tennis, Basketball & Pickleball Program Fees.** The amount of the fees and rates for the Non-Resident Tennis, Basketball & Pickleball Program shall be based on market rates for comparable tennis programs. Accordingly, the District reserves the right to amend the fees and rates for the Non-Resident Tennis, Basketball & Pickleball Program from time to time to ensure that such fees and rates are consistent with market rates, provided that any amendment shall be made in accordance with all applicable laws, rules, regulations, and the District's rules and policies. The following fees and rates shall apply to the Non-Resident Tennis, Basketball & Pickleball Program:

**11. Non-Resident Rates:**

DESCRIPTION	ANNUAL FEE
Annual Tennis Non-Resident Package	\$775.00
Annual Pickleball Non-Resident Package	\$1400.00
Annual Basketball Non-Resident Package	\$660.00
Annual Non-Resident Tennis, Basketball & Pickleball Package	\$2400.00
Annual Non-Resident User Fee All Amenities	Highest O&M plus highest debt service * 15% of annual budget, subject to change yearly.
<b>TOURNAMENT FEES</b>	
Tennis Tournament Play	\$100 per Tournament
Basketball Tournament Play	\$100 per Tournament
Pickleball Tournament Play	\$100 per Tournament

**12. Adjustment of Rates.** The Amenities Management Team has authority to establish fees within the ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than twenty percent (20%) per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.

**13. Prior Rules.** Any prior rules setting amenities rates are hereby rescinded to the extent such rules conflict with the rules set forth herein.

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

*[Remainder of page intentionally left blank]*

### **PART 3: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT SUSPENSION AND TERMINATION OF ACCESS RULE**

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.  
Effective Date: May 15, 2025

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on May 15, 2025 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Harbor Bay Community Development District (“District”) adopted the following rules/policies to govern disciplinary and enforcement matters. All prior rules/policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).
2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.
3. **Proximity Cards/Access Cards/Key Fobs.** Proximity Cards, Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s proximity card, access card, or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.
4. **Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):
  - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
  - b. Failure to pay monetary obligations owed to the District within fifteen (15) days of the date the obligation was incurred;
  - c. Failing to abide by the terms of rental applications;
  - d. Permitting the unauthorized use of a key fob or access card or otherwise facilitates or allows unauthorized use of the Amenities;
  - e. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
  - f. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
  - g. Failing to abide by any District rules or policies (e.g., Amenity Rules);
  - h. Treating the District’s staff, contractors, representatives, residents,

- landowners [Patrons] or guests, in a harassing or abusive manner;
- i. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
  - j. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
  - k. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;
  - l. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;
  - m. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
  - n. Such person's guest or a member of their household commits any of the above Violations.

#### CURRENT SUSPENSION RATES

ITEM	FEE
Gate Strike	\$500 per occurrence plus all repair, administrative and associated legal costs
Damage to District Property- Administrative Reimbursement	\$500 plus all repair and associated legal costs

5. **Termination of Amenity Access** shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.
6. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
7. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. **Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.
9. **Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least fourteen (14) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
10. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
  - a. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions
  - b. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
  - c. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
  - d. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

11. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
12. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District may request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.
13. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The Appeal Request shall be filed within thirty (30) calendar days after the date of mailing the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
14. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.
15. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the

remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

# SECTION IV

## Subsection E - 2

# HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

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## AMENDED AND RESTATED AMENITIES RULES HANDBOOK

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*Effective July 25, 2025*

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\_\_\_\_\_  
DISTRICT MANAGER

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kelly Wilson  
CLUBHOUSE MANAGER  
Harbor Bay CDD Clubhouse  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572  
(813) 649-1500 ext. 25

[www.harborbaycdd.org](http://www.harborbaycdd.org)  
[www.mirabayliving.com](http://www.mirabayliving.com)



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**PART 1: Harbor Bay Community Development District**  
***Amenities Operating Rules***

Law Implemented: ss. 190.011, 190.035, Fla. Stat.  
 Effective Date: ***July 25, 2025***

In accordance with Chapter 190 of the Florida Statutes, and on                     , 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules / policies to govern the operation of the District's Amenities. All prior rules / policies of the District governing this subject matter are hereby rescinded.

**DEFINITIONS**

The following definitions shall apply to these policies in their entirety:

**“Amenities”** – shall mean the properties and areas owned by the District and intended for recreational use. The Amenities are subject to change. Amenities shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Fitness Center & Exercise Room
- Resort-Style Locker Rooms & Saunas
- Resort-Style Pool with Restroom & Lap Swimming Lanes
- The Outfitters
- Admiral's Lounge
- The Galley Cafe
- Lagoon Room & Veranda with Catering Kitchen
- Four (4) Champion Tennis Courts with Restroom Facilities
- Four (4) Pickleball Courts
- Two (2) Full Court Basketball Courts/ Four (4) Multipurpose Courts
- Tots Playground
- Dockers Youth Activities Room
- Landings Park with Tiki Huts
- Admiral Pointe Clubhouse and pool
- Wolf Creek Park
- Boat Lift & Ramp
- Lagoons and Canals

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**“Amenities Rules” or “Rules”** – shall mean this document together with the Rule for Amenity Rates, the Amenities Suspension and Termination of Access Rule, and all related forms of the District, as amended from time to time.

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, legally charged by the District to manage the daily operations of Amenities.

**“Annual User Fee”** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities by a Non-Resident. The amount of the Annual User Fee is set forth in the District’s Amenity Rules.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the District.

**“District”** – shall mean the Harbor Bay Community Development District.

**“District Facilities”** – shall collectively mean the Amenities and the properties and areas owned by the District not intended for recreational use, including but not limited to all District-owned roads, sidewalks, gates and access monitoring equipment, ponds, pond banks and open spaces.

**“Family” or “Household”** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the house.

**“Guest”** – shall mean any person invited by a Patron who is expressly authorized by the District to use the Amenities. The Patron must remain with their Guests for the duration of their Guest’s visit or obtain a Resident Guest Pass from the District. Junior Patrons, Minor Patrons, and Caregivers are not permitted to bring Guests unless accompanied by an adult Patron.

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**“Junior Patron”** – means a child who is (a) twelve (12) to fifteen (15) years of age; (b) is a child or household member of a Patron; and (c) has been certified by Staff as having successfully completed the Teen Tune Up Program.

**“Main Clubhouse Pool”**- Main Clubhouse Pool is located at 107 Manns Harbor Drive Apollo Beach, FL.

**“Management Company”** – Company that is contracted with the District to provide District Management services and employs the District Manager. Currently Governmental Management Services – Tampa, LLC.

**“Minor Patron”** – means a child under the age of sixteen (16) years who is a child or Household member of a Patron and who does not qualify as a Junior Patron.

**“Non-Resident”** – shall mean any person who does not fall under the definition of Resident, below.

**“Patron” or “Patrons”** – shall include (i) Residents aged sixteen (16) years or older; and (ii) Adult Non-Residents paying the Annual User Fee.

Deleted: “Non-Resident Tennis Patron” – shall mean any Non-Resident who has paid the program fees for the Non-Resident Tennis Program.¶

**“Proximity Card”** – shall mean the identification card issued to Patrons and Non-Resident Patrons. This includes digital proximity card which can be accessed by the Patron’s and Nonresident Patrons’ phone. Access to facilities may be limited including, but not limited to the following:

- **“Junior Patron Limited Access”** – shall mean an identification card or digital card issued to a Junior Patron which will provide access to the main entrance of the clubhouse, all amenities within the clubhouse, and to the Basketball/[Multipurpose](#), Tennis and Pickleball Courts.
- **“Caregiver Limited Access”** – shall mean an identification card or digital card issued to a caregiver of a child of a District resident. The Card must display the child’s picture and permits entry of Caregiver and child together only. Caregiver and child must access the clubhouse and all amenities within the clubhouse through the main entrance to the clubhouse and must show the Limited Access Proximity Card to the receptionist upon entry.

**“Renter”** – shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any record owner or current lessee of a lot in the District and their respective Household members. Any owner who leases their lot waives and assigns to the lessees their right to use the Amenities for the entire term of the lease.

Deleted: Tennis

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## DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Amenities clubhouse is located at 107 Manns Harbor Drive, in Apollo Beach.

The Main Clubhouse features the Galley Café with outdoor patio seating, and the adjacent Admiral's Lounge which is popular for clubs and events. The District also has an office on the main floor for Amenity Center staff.

The Lagoon Room is located on the second floor of the Clubhouse, and is available for rental.

The Resort pool is located behind the clubhouse on the lagoon and features a zero-entry area with teardrop waterfall, a lighthouse pool slide and a Junior Olympic lap pool. The resort pool has lounge chairs and umbrellas for Patrons and Guests.

Outfitters is a special amenity, multipurpose building for the community, providing access to the water for all Patrons and Guests, including the use of canoes, kayaks, and paddleboards.

Dockers is the center for young children's activities and events. It is located adjacent to the restrooms at the resort pool.

The Admiral Pointe Clubhouse and Pool is located at 5248 Admiral Pointe Drive. This clubhouse has an open layout that is great for any type of event. It features a kitchen, restrooms and an office. The pool is located directly behind the clubhouse and features outdoor patio seating, lounge chairs and a pergola.

## AMENITIES USAGE

Only Residents, Patrons and their Guests have the right to use the Amenities, provided however that community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements. The Amenities are designed primarily for the direct enjoyment of Patron Households.

**Non-Residents.** A Non-Resident must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Non-Residents that are Patrons must abide by all current policies, procedures and are subject to all enforcements.

**Renter's Privileges.** Owners of property who rent or lease residential unit(s) in the District to others shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the owner's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the owner's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the owner. A Renter will be required to provide proof of residency (minimum twelve (12) month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives a Proximity Card.
2. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use of the Amenities.
3. Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Patron Household may bring a maximum of five (5) Guests to the Amenities at any one visit; provided that Guests must either (i) be accompanied at all times by a Patron who is at least eighteen (18) years of age and has a valid Proximity Card, or (ii) carry a Resident Guest Pass when using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a five (5) Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to five (5) Guests each for a total of twenty (20) Guests, but instead can only bring a total of five Guests per visit on behalf of the entire household. Notwithstanding the foregoing, at peak times or utilization, the Amenity Management Team may limit numbers of Guests to ensure Patron Households may directly enjoy the Amenities. The Patron will be responsible for any harm caused by the Patron's Guests to the Amenities or any District Property. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all Rules as the Board may adopt. The Amenity Manager, in his or her discretion, may require Patrons and Guests to "sign-in" prior to accessing the Amenities and/or to wear District-issued bracelets at the Amenities.

**Registration/Disclaimer.** In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Further, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to each use of the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by all District rules and policies for the use of the Amenities. As set forth herein, the District assumes no responsibility, and shall not be liable for, any accidents, personal injury, damage, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of persons using the Amenities. Patrons are responsible for their actions and those of their Guests and shall be responsible for any and all costs incurred by the District arising from or due to the acts, omissions or negligence of any Patron or their Guests.**

**Deleted:** Additionally, all Patrons must opt-in to receiving text messages from the Amenities Staff and the District regarding the Amenities.

**Proximity Cards.** All Patrons will be issued a Proximity Card upon registration at a location designated by the District. Proximity Cards will give Patrons entry to the fitness center, The Galley Café, Admiral's Lounge, Basketball Courts, Tennis Courts, Pickleball Courts, Admiral's Pointe Amenity Center and resort pool area during the regular operating hours of the Clubhouse or during the hours set forth herein or otherwise posted by the District from time to time. You can make an appointment to obtain your Proximity Card by contacting the reception desk.

Patrons may obtain Proximity Cards for any member of a Patron's Family who is age sixteen years or older. Junior Patrons may receive a Limited Access Proximity Card. Minor Patrons and caregivers may also receive a Limited Access Proximity Card with the consent of the Minor's parent or legal guardian. A minor's Limited Access Proximity Card must have the minor's picture on the card and the minor may only access the Amenities when accompanied by a responsible adult. A caregiver's Limited Access Proximity Card must have the minor's picture on the card and the caregiver and minor must access and facilities together.

Patrons can use their Proximity Cards to gain access to the Amenities. Upon arrival at the Clubhouse, Patrons will scan their Proximity Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Card readers are also located at the pool access gate on the west side of the facility as well as the fitness center entrance, and at the tennis and basketball/pickleball courts. This proximity card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Proximity Card to a non-Patron to allow a non-Patron to use the Amenities.

Proximity Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen proximity cards.

**Caregivers.** The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must receive written authorization from the District to allow the caregiver to accompany the Patron's family member requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver in the same manner as the Patron is responsible for a Guest.
- The caregiver must execute a Consent and Waiver Agreement to receive a Limited Access Proximity Card.
- The caregiver's Limited Access Proximity Card and right to use the Amenities will expire after one year, but may be renewed annually upon written request of the Patron.

The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.

## PROGRAMMING

***Teen Tune-Up.*** The District offers a “**Teen Tune-Up**” program for Patron’s family and household members who are ages twelve (12) through fifteen (15) (“**Junior Patron**”) to obtain access to and utilize the fitness center, tennis, and pickleball courts:

Fitness Center for Junior Patrons. The current cost of the program is \$20 per person, which may be increased by the Board of Supervisors from time to time. This program educates and motivates Junior Patrons who want to utilize the fitness center without a parent or guardian present. Junior Patrons can achieve their fitness goals either through personalized instruction by a MiraBay Club professional personal trainer designed to enhance results and provide improved quality of life, or they can work out on their own. Upon successful completion of the Teen Tune-Up program, Junior Patrons can utilize the fitness center or personal training programs without being accompanied by an adult. The major workout components that the Junior Patrons learn in the introductory course with the personal trainer include: how to set up a program (reps, sets, etc.), how to safely perform the selected exercises, and how to practice weight room safety and etiquette. Once the Junior Patron has completed the Teen Tune-Up program, has been evaluated by a trainer, and has completed orientation with a personal trainer, he or she will be able to take part in personal training programs and utilize the fitness center without being accompanied by an adult.

Tennis and Pickleball Courts for Junior Patrons. Junior Patrons must complete one (1) tennis orientation session with the District's tennis professional, at no cost to the Junior Patron, in order to access and/or utilize the District's tennis courts without adult Patron supervision.

***Patrons and Guests Only.*** Unless otherwise directed by the District, programs will be open to Residents, Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

***Registration.*** Patrons will be able to register for all programs and activities in person at the reception desk, by completing and submitting a program registration form with payment (if applicable). Most programs will require advance registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.



**Payment.** A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and/or administrative expenses. Full payment must be made at the time of registration or prior to the registration deadline, to be determined by the Amenity Management Team. Patrons may pay for programs utilizing a credit, debit card (Visa, MasterCard, Discover or AMEX) or check made payable to Harbor Bay CDD (note, there is a \$50 fee for any returned checks). Cash is not accepted for any programming. A Patron may put a credit card on file at reception to expedite the process.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, pickleball lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Management Team or as directed by the Board. A schedule of activities for the Amenities will be posted at the clubhouse and updated by the Amenity Management Team.

**Athletic Teams.** The District may authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are completed, all team members and their families must leave unless they are signed in as a Guest of a Patron.

**Cancellation by the District.** The Amenity Management Team will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account on a case-by-case basis.

**Refunds.** At the sole discretion of the Amenity Management Team, program refunds and credits may be granted on a case-by-case basis.

**Patron Clubs and Interest Groups.** Clubs and Interest groups are independently controlled and operated. Any Patron may develop an interest group or club open to any Patron of the community. Such interest groups or clubs may use the Amenities at no additional fee, subject to these Amenities Rules. Meeting and event dates will be subject to facility availability. Room set up and breakdown is the responsibility of the club members. Failure to adhere to room breakdown will result in additional fees. Any additional services, such as food, beverages and/or bartender services will require an additional fee.

**Program Suggestions and Ideas.** The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing our reception team at [reception@mirabayclub.com](mailto:reception@mirabayclub.com).

### GENERAL PROVISIONS

All Patrons and their Guests using the facilities shall conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all District policies and rules. Failure to comply with District policies and rules, misuse, damage or destruction of District property or equipment, or other violations may result in the suspension or termination of Amenity privileges. Residents are responsible for the actions and behavior of their Guests.

***Hours of Operation.*** Hours of operation are established and published by the District. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

***Sponsorships.*** All Sponsorships, including advertising a business on District property must be approved by the Board.

Unless otherwise posted, all outdoor Amenities are open only from dawn until dusk. Admiral Pointe pool hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. Night swimming is permitted only in the Main Clubhouse pool, hours of operation subject to Staff. For all other pools, hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department or during the hours set forth herein or otherwise posted by the District from time to time. Current hours of operation can be found on the District website.

## GENERAL USAGE GUIDELINES

Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

### Resident Access and Use

1. Amenities are intended primarily for the enjoyment of Mirabay residents and their Guests.
2. All residents age 16 and older are considered Patrons and may access Amenities in accordance with rules and schedules, provided their privileges are not suspended.
3. Renters are considered Patrons. Homeowners who lease their homes are not considered Patrons unless they reside at another Mirabay address.
4. Age and supervision requirements for Junior Patrons vary by Amenity and are described in each section.
5. [Minor and](#) Junior Patrons may not bring Guests unless accompanied by an adult Patron for the duration of the visit.

### Hours and Access

6. Indoor amenities (e.g., the “Outfitters” room) and pool hours are posted separately. Outdoor amenities are generally open from sunrise until 10:00 PM.
7. Patrons must carry a Proximity Card to access the Courts, Main Clubhouse, pools, and Tennis/Pickleball Center restrooms.
8. Nonresidents may only use Amenities as Guests of residents or by paying the Non-Resident Annual User Fee, determined by the District. Individual Amenity passes will not be issued.

### Behavior and Conduct

9. All Amenities are family-friendly environments. Inappropriate behavior—including profanity, excessive noise, horseplay, reckless conduct, or actions that endanger others—is prohibited and may result in removal or loss of privileges.
10. Intentionally causing damage to the Amenities is prohibited and may result in removal or loss of privileges. Additionally, the individual **shall be responsible for any clean-up or restoration expenses** incurred by the District. If a minor causes the damage, their **parents/guardians** are subject to these penalties.
11. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Failure to do so could result in the loss of Amenity privileges.

**Commented [ST2]:** This section entirely deletes and replaces the old General Usage Guidelines.

Rules specific to Sports Courts were removed or modified to include all Amenities.

Subjects that were deleted and not addressed in these guidelines include:

- Smoking
- Vehicle parking
- Fireworks
- Courtesy
- Firearms
- Compliance with Law
- Surveillance
- Grills
- Bounce Houses
- Cell Phones
- Lost Property
- Emergencies

12. After-hours contact information should be posted at each Amenity. Residents are encouraged to report violations, maintenance issues, or safety concerns. Any Amenity damage should be reported to the Amenity Management Team immediately.
13. All users must clean up after themselves: throw away trash, return furniture and equipment, brush tennis courts, and return basketball hoops to regulation height.
14. Damage to Amenities must be reported to the Amenity Management Team immediately.
15. Playing music through external speakers is prohibited. Headphones are encouraged for personal listening.
16. Unaccompanied Non-Residents may be considered trespassers.
17. **Trespassing/Loitering.** Trespassing or loitering is not allowed at the Amenities. Violators may be reported to law enforcement.
18. **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Illegal substances are prohibited on District Property and law enforcement will be contacted if any patrons or guests are determined to be using, in possession of, or under the influence of any illegal substances.
19. **Compliance with Laws.** All Patrons and their Guests shall abide by and comply with all federal, state and local laws and ordinances, as well as District rules and policies, while present at or utilizing District Property or Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

**Deleted:** Sports Court

**Deleted:** ~~Cellular Phones~~. To prevent disturbance to others, use of cellular telephones is restricted while in the Clubhouse. Patrons and their Guests shall keep their ringers turned off or on vibrate while in the Clubhouse. Cellphone use is not permitted while using the fitness center.

### Guests and Visitor Limits

20. Each Patron household may bring up to five (5) Guests to the Amenities. Guests must:
  - Be always accompanied by an adult Patron who has a valid Proximity Card, or
  - Carry a valid Resident Guest Pass when using the Amenities.
21. The five-Guest limit applies per Household, not per individual Patron. For example, a Patron family of four may not each bring five Guests for a total of 20 Guests. Instead, the Household as a whole is limited to five total Guests per visit.
22. Patrons are responsible for the behavior of their Guests and for any damage caused to Amenities or District property.
23. The District may also invite Guests as part of community-sponsored programs or activities; applicable fees may apply.
24. The Amenity Manager may, at their discretion, require Patrons and guests to sign in prior to using the amenities or wear District-issued wristbands.

**Deleted:** Multipurpose Courts, Tennis Courts, or Pickleball Courts...

25. Additional Guest limitations may be imposed if Guest activity interferes with equitable access for Mirabay residents.
26. Sanctioned Mirabay groups or clubs may request advance approval for events (e.g., parties, tournaments) that exceed visitor limits or impact normal scheduling.
27. Residents may request temporary privileges for houseguests staying long-term; approval is at the discretion of staff.
28. Patrons are fully responsible for the conduct and behavior of their Guests during all visits.
29. Allowing someone access without a Proximity Card is considered hosting and subjects the Patron to Guest-related responsibilities.
30. Doors and gates must remain closed and locked at all times—do not prop them open.

#### Scheduling and Priority Use

31. Resident use takes priority. Unscheduled Guest hosting should not limit reasonable Resident access.
32. The District retains sole authority over scheduling. All Mirabay-affiliated club and interest groups must follow these guidelines and may not impose additional restrictions.
33. Organized leagues or regular group events requiring facility usage beyond what can be reserved through the online court reservation system must receive District approval and be formally scheduled before beginning play.
34. One-time events that take over **Amenities** (e.g., tournaments, parties) must be pre-approved.

#### Prohibited Items

35. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities or anywhere on District Property without prior written approval of the District. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on District or Amenities property unless approved in writing by the District.
36. **Firearms.** Firearms are not permitted on District Property or Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. No firearms may be carried to or brought into any meeting of the District's Board of Supervisors.
37. **Fireworks.** Fireworks are not permitted anywhere in or on District Property.

**Deleted:** Casual or pickup play (e.g., basketball at the multipurpose court) is allowed as long as it does not exclude other residents.

**Deleted:** courts

**Deleted:** 30. When courts are not reserved, users are limited to one hour of play once others are waiting.

38. **No Smoking.** Except in designated areas, smoking and vaping is not permitted on any part of the Amenity property. Any violation of this policy shall be reported to the Amenity Management Team.

39. Prohibited items on [the sports courts, indoor amenities, and pool deck](#): rollerblades, bicycles, scooters, skateboards, sidewalk chalk, and unauthorized equipment.

Deleted: or in the Amenities

#### Additional Policies

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... [11]

40. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and their Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.

41. Any beverage must be stored in a spill-proof, non-breakable container. Food is not permitted on the Courts.

Deleted: <#>34. Only the benches provided on the Basketball and Tennis Courts are permitted on the playing surfaces. No other furniture is allowed on the courts unless approved by the Amenity Management Team. ¶

42. In the event of an emergency, follow the procedures in this Handbook. Report all injuries to staff.

43. **Attire.** Except for the pool and wet areas where bathing suits are permitted, Patrons and their Guests must be properly attired, including shirts and shoes, always to use the Amenities. Bathing suits and wet feet are not allowed indoors, except for the locker room areas. Proper swim attire must be worn; no street clothing, workout attire, or immodest or revealing swimwear permitted. At the discretion of Amenity staff, anyone failing to abide by this rule may be required to leave the Amenities.

Deleted: 37. Athletic shoes and shirts are required on Co...

Commented [ST3]: This is the old language. The General Guidelines otherwise did not address proper attire globally.

44. Pets are not permitted in or on the sports courts, pool, or indoor Amenities.

45. Service Animals required because of a disability are an exception and must be under control and always leashed.

Deleted: 40

46. The District may inquire whether an animal is a Service Animal and what tasks it performs.

Deleted: 41

47. Patrons must clean up after Service Animals.

Deleted: 42

48. **Surveillance.** Various areas of the Amenities and District property are under twenty-four (24) hour video/audio surveillance.

49. **Grills.** Grills are permitted only upon Amenity Management Team approval.

50. **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless at District authorized and managed activities. Resident use of such equipment is permitted in designated locations with prior written Amenity Management Team approval, insurance qualifications, deposits, and any other fees required. All inflatable attractions must be secured to sandbags, no spikes or nails into the ground are permitted.

51. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be

turned in to the Amenity Management Team and shall be stored in the lost and found for two weeks.

52. **Vehicles.** Vehicles must be parked in designated areas only. Vehicles may not be parked on lawns or landscaped areas or in any way which blocks the normal flow of traffic. Off-road bikes/vehicles (including ATV's) and motorized scooters are prohibited unless they are owned by the District. Golf carts, if properly licensed for on road usage and operated in accordance with State and Local laws applicable to golf cart use, are allowed to park in District parking lots.

#### Sales, Closures, and District Rights ▼

53. The District may limit access or temporarily close Amenities due to weather, maintenance, public health concerns, or community programming.
54. District-sanctioned programs and events may take priority over general Amenity use.
55. Violations of amenity rules may result in verbal warnings, suspension of court privileges, or fines, as determined by the Amenity Management Team.
56. **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the Amenity Management Team. Patrons who provide personal training or any fitness or sports instruction services are prohibited from conducting such services at the Amenity Facility, including but not limited to swim lessons, Yoga, Zumba, weight lifting, and tennis lessons.
57. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.

**Deleted:** 43. The sale of merchandise within the court areas is prohibited.

**Deleted:** 4

### ALCOHOL POLICY

The District is licensed for the sale of beer, wine, and liquor in certain areas. **Patrons and their Guests are not allowed to bring alcohol onto District property or the Amenities at any time.** Patrons who rent the Amenities are required to use bartenders employed by the Amenity Management Team, must obtain liability insurance with limits of not less than \$1 million per occurrence, and may be required to provide security for the event. Vendors must list the District as an additional insured on their insurance policies. Please see the Amenity Management Team for scheduling, rental fees, and other requirements related to renting the Amenities. Patrons and their Guests under twenty-one (21) years of age may not consume alcohol on-property at any time.

As more fully set forth in District Resolution 2008-03, the following policy applies to the consumption of alcoholic beverages at the clubhouse:

1. Patrons and their Guests must be at least twenty-one (21) years of age to be served alcohol.
2. All Patrons and their Guests must present valid picture identification at the request of the Amenity Management Team.
3. Alcohol served on the premises must be consumed on the premises.
4. The District reserves the right to refuse to serve alcohol to anyone.
5. The District reserves the right to ask intoxicated persons to leave the Amenities or District property.
6. Subject to the rental policy, only alcoholic beverages served by the clubhouse staff are allowed at the Amenities or District property.
7. Alcohol policies may be changed at any time at the discretion of the District.



### FITNESS CENTER

1. **Exercise at Your Own Risk.** The fitness center is not supervised and persons using this facility do so at their own risk. All Patrons and their Guests are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons, Junior Patrons and their Guests ages sixteen (16) and older may use the fitness center, but they must have a Proximity Card and signed waiver on file. Minor Patrons are not permitted to use the fitness center.
3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn in the fitness center.
4. **Courtesy.** Cardiovascular equipment use is limited to thirty (30) minutes when others are waiting. When others are waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be turned off and not used while in the fitness center.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved, certified and employed by the Amenity Management Team.
10. **Maintenance Items.** All concerns, equipment malfunctions, and maintenance should be reported to Staff.
11. **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Class fees are required by all Patrons and their guests. All instructors must be approved by the District.
12. **General Usage.** Patrons and Guests may use the studio and the equipment when classes are not in session and the room is unlocked; however, all equipment must remain in the studio and be returned to its proper location.
13. **Music System.** The music system is controlled by the Amenity Staff and may only be utilized as part of a structured and supervised program.
14. **Usage Restrictions.** Except for Junior Patrons, persons under the age of sixteen (16) may participate in group exercise classes only if accompanied by an adult.

### LOCKER ROOMS

1. **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
2. If a locker is not vacated at the end of the day, items and locks left in or on the locker may be removed and disposed of by the Amenity Management Team.
3. The Amenity Management Team will make reasonable efforts to provide notice before removing items and locks. Items removed from lockers will be kept for two (2) weeks at the Clubhouse lost and found, after which unclaimed items will be donated or otherwise disposed of.
4. The Amenity Management Team reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
5. **Age Restriction.** Children seven (7) years of age and older are required to use the locker room/restroom of their gender.
6. **Dressing Room.** Men's and Women's accessible dressing rooms are available to anyone who may need assistance changing.

### SAUNAS

1. **Age Restriction.** Participants must be sixteen (16) years of age or older to use the sauna.
2. **Attire.** A towel, bathing suit or gym shorts must be worn. Do not wear jewelry or contact lenses.
3. **Health.** Women who are pregnant and persons with high or low blood pressure, heart disease or diabetes should not utilize the sauna without first consulting a physician.
4. **Time Limit.** Limit the usage time in the sauna to ten (10) minutes. Long exposure in the sauna may result in nausea, dizziness or fainting.
5. **Paper Materials.** No paper materials (newspaper, magazines, etc.) are permitted in the sauna.
6. **Usage.** Do not put water on the sauna rocks. Hanging clothes or towels over the sauna rocks is prohibited.

### POOL, WATERSLIDE & LAP LANES

1. **Operating Hours.** Swimming is permitted only during designated hours. Such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is scheduled.
2. **Check-In.** Patrons and their Guests are required to check in at the reception desk, register their Guests, pay any applicable fees and remain with their Guests for the duration of their visit, unless the Patron obtains a Guest Proximity Card for their Guest. Patron access to the pool is on a first-come, first-served basis and the District reserves the right to refuse entry if the pool is at capacity.
3. **Swim at Your Own Risk.** All persons using the pool and slide do so at their own risk and must abide by all swimming pool rules and policies.
4. **Supervision.** Children under the age of sixteen (16) and all inexperienced swimmers must be accompanied and directly supervised by an experienced adult swimmer while using or near the pool. All children under the age of 5 years, all children using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device, and all non-swimmers must be directly supervised by an experienced adult swimmer within arm's length when on the pool deck or in the pool. The District does not provide supervision and all persons using the slide and pool do so at their own risk.
5. **Small Children.** Children under the age of four (4) years are restricted to the tot pool unless being held by an experienced adult swimmer. Parents and caregivers should take children to the restroom before entering the pool.
6. **Protective swim gear; Swim Diapers.** Protective swim gear, such as **rubber lined swim diapers for small children** who are not reliably toilet trained, **are required** for all persons with incontinence issues. A swimsuit must be worn over the protective swim gear. Non-swim gear and **diapers** (cloth and disposable) **are prohibited**. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual (or their **parents/guardians** if minors) failing to follow these rules or otherwise responsible for contamination of the pool **shall be responsible for any clean-up or decontamination expenses** incurred by the District.
7. **Food and Drink.** Patrons will be permitted to bring their own food and nonalcoholic beverages to the pool; however, no coolers are permitted and no food or beverages are permitted in the pool or on the pool wet deck area, 4 feet from pool edge. Food and beverages are only allowed in designated areas. Possession of alcohol other than purchased through the Galley Café will result in immediate expulsion.
8. **Smoking, vaping, nicotine use.** Smoking, including e-cigarettes and vaping, dipping and other nicotine use (except nicotine patches) is prohibited in the pool or on the pool wet deck area, 4 feet from pool edge.
9. **Glass Containers.** Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.

10. ***Aquatic Toys and Recreational Equipment.*** Pool toys and flotation devices are permitted in the pool under the direct supervision of an adult. Amenity Center staff has the right to deem certain toys and/or flotation devices inappropriate. Amenity Center staff reserves the right to prohibit use of any play equipment, especially during times of peak or scheduled activities or if the equipment provides a safety concern or nuisance to others as determined by Amenity Center staff. The following items are generally allowed: noodles, kick boards, water wings, soft foam balls, dive sticks, infant flotation devices equipped with leg holes. The following items are generally prohibited: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys, battery operated toys, any rings or flotation devices larger than 30 inches.
11. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted inside the clubhouse gates. A bike rack is provided near the pool gate in the parking lot area. Please be sure to secure and lock your belongings. The District is not responsible for lost or stolen items.
12. ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person with or suspected of having a communicable disease which could be transmitted may use the pool.
13. ***Attire.*** Proper swim attire must be worn. Cutoffs, thongs, and overly revealing clothes that do not coincide with a family friendly environment are prohibited. Patrons or Guests without proper attire may be asked to leave the facility by the Amenity Management Team.
14. ***Horseplay.*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is permitted in the pool or on the pool deck. No hanging or jumping off the bridge is permitted. No sitting or hanging on the lap lanes is permitted.
15. ***Diving.*** Diving is strictly prohibited. Back dives, back flips, back jumps or other dangerous actions are prohibited.
16. ***Weather.*** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sound or sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
17. ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
18. ***Noise.*** Radios, tape players, CD players, MP3 players, televisions, cell phones and the like are not permitted unless they are personal units equipped and used with headphones.
19. ***Entrances.*** Pool entrances must be kept clear.

20. **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.
21. **Pool Furniture.** Pool furniture is not to be removed from the pool area.
22. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
23. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.
25. **Restrooms/Locker Rooms.** Please use the restrooms adjacent to the pool, not the locker rooms. Children, ages seven and older, **MUST** use their gender appropriate restroom and changing room.
26. **Staff Only.** Only Staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
27. **Pool Closure.** In addition to Hillsborough County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
  - Operational and mechanical difficulties affecting pool water quality.
  - During severe weather conditions (heavy rain, lightning, or thunder) and warnings, especially when visibility to the pool bottom is compromised (pool deck will also be closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (pool deck will also be closed).
  - Time required to sanitize the pool water following any mishap that results in feces or vomit in the pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
28. **Private Parties.** Private parties are not permitted.
29. **Compliance with Adopted Pool Safety Plan.** The District has adopted a pool safety plan which has been approved by the Hillsborough County Department of Health ("Pool Safety Plan"). Patrons and Guests must not engage in behavior which violates the Pool Safety Plan.

#### WATERSLIDE

1. Use of the slide is only permitted when the waterslide is officially open.
2. Pregnant women and persons with heart conditions or back trouble should not ride the waterslide.
3. Only 1 person may slide down the waterslide at any given time.

4. Standing or climbing on the waterslide is not permitted. Users must always ride down feet first.
5. Diving into/off of, kneeling, changing positions, slowing down, stopping, forming chains or sliding down head first is prohibited at all times.
6. No floats, rafts, balls, toys, jewelry, water wings, goggles, masks, safety floats and not approved swim attire of any kind are permitted on the waterslide.
7. Children less than forty (40) inches tall are not permitted to ride the waterslide.
8. Children more than forty (40) inches tall may ride the waterslide only if they demonstrate the ability to swim independently to the side of the pool after exiting.
9. Keep arms and hands inside the flume.
10. The water play feature is not monitored by lifeguards.
11. Parents and children are not permitted to catch children at the bottom of the waterslide.
12. Before sliding, check that there is water in the flume. Riding a dry slide is strictly prohibited.
13. After your ride, leave the waterslide splash area IMMEDIATELY.
14. No pushing in line.
15. All waterslide riders shall obey lifeguard and amenity staff instructions. Failure to do so may result in loss of waterslide privileges for the remainder of the day, or other disciplinary action.

#### **LAP LANES**

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags will be available during the week only.
5. The District reserves the right to remove some lap lanes on weekends.

#### **ADA CHAIR LIFT**

1. ADA chair lifts are for use by disabled Patrons and their Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. The Amenity Management Team is not authorized to assist Patrons or their Guests with use.

### **LAGOON ROOM, ADMIRAL'S LOUNGE AND RELATED GATHERING AREAS**

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use. The Lagoon Room is only available through registration.

1. **Availability.** All areas, except for the Lagoon Room, are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Lagoon Room.** The Lagoon Room is available for rental (see the section herein on rentals).
3. **Age Restriction.** No one under the age of sixteen (16) may use these areas unless they are accompanied by an adult Patron or caregiver. Patrons are not permitted to "drop off" their children/grandchildren without adult supervision.



### **WIRELESS INTERNET ACCESS**

1. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
2. Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
  - a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
  - b. Propagating malicious software.
  - c. Unauthorized copying of copyrighted material.
  - d. Attempting to access unauthorized files or systems.
3. Parents and legal guardians are responsible for deciding which Internet resources are appropriate for their children. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Parents and guardians are encouraged to read and share with children under eighteen (18) the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

## PLAYGROUNDS AND PARKS

1. **Use at Own Risk.** Patrons and their Guests use the playgrounds and parks at their own risk. Users must comply with all posted signage.
2. **Hours of Operation.** Unless otherwise posted, all playground and park hours are from sunrise to sunset.
3. **Supervision.** Persons under the age of sixteen (16), except Junior Patrons, must be accompanied and supervised by an adult Patron. All playground and park users are expected to play cooperatively with each other.
4. **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
5. **Mulch.** The mulch material should not be picked up, thrown, or kicked for any reason.
6. **Food & Drink.** No food, drinks or gum are permitted on the playground. Food and drinks are permitted at the parks. Patrons and their Guests must clean-up of any food or drinks brought to the parks and properly dispose of all trash.
7. **No Alcohol.** Alcoholic beverages are not permitted on playgrounds or parks.
8. **Pets/Service Animals.** Pets are not permitted on or in the playground at any time. Service Animals must be leashed or otherwise kept under the control of their handler. Service Animals shall not be permitted to remain within the Amenities or on District Property if the Service Animal is out of the control of their handler, is not housebroken, or their behavior poses a direct threat to the health or safety of others. The District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for promptly picking up after pets and Service Animals.
9. **Glass Containers.** No glass containers are permitted.
10. **Equipment.** No hard balls such as baseballs, golf balls, etc. are permitted.
11. **No Jumping.** No jumping from any climbing bar or platform.
12. **Playground Slides.** Slide users must climb the ladder and go down the slide one at a time, in a sitting position, feet forward. Users must wait until the person before them finishes and exits the slide. Users must slide inside the tunnel slide, may not climb on top, and may not clog the tunnel slide. No running or climbing up the slides.
13. **Use of Tiki Hut.** Children must be supervised in the Tiki Hut area. Please be courteous with your time if others are waiting to use the Tiki Hut.

## **YOUTH PROGRAMMING/DOCKERS**

The MiraBay After School Program, Summer Camp, and other affiliated day/week camps are available to both residents and non-residents, with non-residents subject to a higher rate. Program pricing is determined based on competitive market rates, reflective of the local average for childcare services.

This program is designed for children entering kindergarten through the end of 5th grade. Each day, participants can expect a structured schedule that includes homework support, educational activities, and outdoor recreation. For additional information about the program, residents are encouraged to contact District Staff directly.

The MiraBay Youth Program is committed to providing a safe, supportive, nurturing and fun environment for children of all backgrounds. By empowering future generations to believe in themselves, leading by example, we create a positive environment for children to develop strength of character, build self-esteem and realize their full potential.

## OUTFITTERS

1. **Use at Own Risk.** Use of the livery boats and other equipment is at your own risk.
2. **Toys/Vehicles.** No toys, skates, or skateboards allowed.
3. **Fishing.** Subject to any other applicable requirements of governmental and other authorities, and without making any representations regarding the same, fishing is permitted from floating docks maintained by the District. Fishing is prohibited from the covered boat lift structure (including permanent, concrete, foundational supports) at the Boat Lift grounds. Persons fishing from the floating docks at the Boat Lift grounds do so at their own risk."
4. **Age Restrictions.** Persons under the age of sixteen (16) must be accompanied and supervised by an adult Patron. Minimum age for boat livery is sixteen (16) years. Each boat must have at least one (1) occupant sixteen (16) years or older.
5. **Swimming.** Swimming is prohibited in all ponds, lagoons, or from shoreline of water bodies maintained by the District unless otherwise posted.
6. **Reckless Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited.
7. **Loading & Unloading.** Livery Boats must load or unload passengers in designated areas.
8. **Personal Flotation Devices.** All occupants of livery canoes, kayaks and sunfish must wear a Coast Guard approved Class I, II, or III Personal Flotation Device ("PFD"). All children less than fifty (50) pounds in weight must wear a PFD when in a liveried boat.
9. **Maximum Number of People.** Exceeding the maximum number of people allowed in canoes, kayaks and sunfish is prohibited.
10. **Pets.** Pets are not permitted in livery boats unless participating in an approved program or event.
11. **Storms/Fishing.** Fishing docks are closed in the event of electrical storms and must be vacated immediately.
12. **Boating/Fishing Laws.** All state boating and fishing laws apply, and each Patron and Guest is responsible for knowing and complying with such laws. Additionally, all Patrons and Guests must comply with restrictions posted at the individual marinas. Further, the District does not presently own the canals and, accordingly, additional restrictions on boating and/or fishing may apply in these areas.

### BOAT RAMP ACCESS

The Boat Ramp is NOT to be utilized as a “day ramp.” As per the permit requirements, the Boat Ramp is for the exclusive use of registered boats. It is to be used for emergency, maintenance and delivery purposes only.

1. **Hours.** Hours of Operation (unless otherwise posted) are from 9:00a.m.to 5:00p.m.
2. **Appointments.** When expecting to use the Boat Ramp, please make an appointment with the reception desk ahead of time.
3. **Keys.** Obtain a key or code from the reception desk and leave a Proximity Card.
4. **Procedure.** At the boat ramp, users must do the following to access the ramp:
  - a. Open the chain.
  - b. Put in or take out craft.
  - c. Secure craft to dock or on trailer and immediately return key. DO NOT LEAVE WITH KEY.

### ADMIRAL POINTE CLUBHOUSE

1. **Availability.** All areas are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Common Area.** The clubhouse's common area is available for rental (see the section herein on rentals).
3. **Age Restriction.** Persons under the age of sixteen (16), except for Junior Patrons, must be accompanied and supervised by an adult Patron.

### POND AREAS

1. **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
2. **Age Restrictions.** Persons under the age of sixteen (16) must be accompanied and supervised by an adult Patron when fishing.
3. **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish, walk or ride bicycles to the ponds.
4. **Equipment.** Do not leave fishing poles, lines, equipment or bait unattended.
5. **Litter.** Do not leave any litter. Fishing line is hazardous to wildlife.
6. **Wildlife.** Do not feed the wildlife anything, ever.
7. **Catch & Release.** Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required, and removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival.
8. **Prohibition on Dangerous Equipment; No Cast Netting.** Spear fishing, or the use of spear guns, bows and arrows and firearms (to the extent of the prohibitions allowed by law), are not permitted. Cast netting and use of traps are also prohibited.
9. **No Swimming.** Swimming is prohibited in all ponds on District property.
10. **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.
11. **Licensing Requirements.** Licensing requirements from other governmental agencies may apply, and it is the responsibility of Patrons and Guests to ensure that they have met all legal requirements to fish.
12. **Stormwater Management System.** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

## FACILITY RENTAL POLICIES

1. **Rentals; Patrons Only.** Patrons must reserve the Lagoon Room, the Card Room, Outfitters, and the Admiral Pointe Clubhouse to use those areas on an exclusive basis and must reserve the Promenade for any organized party or event and to use those areas on a nonexclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the Amenity Manager. Please contact the Amenity Management Team to determine availability of the Amenities for any reservation.

2. **Amenities Available for Rental:** The following Amenities are available for rental: (i) Lagoon Room, the Card Room, Outfitters, the Admiral Pointe Clubhouse, as well as (ii) on a non-exclusive basis, Playground(s), Tot Lots, Promenade, Tennis Courts, Pickleball Courts and Basketball Courts. All reservations, rentals, and use of District Facilities shall be subject to and consistent with the purposes and authority of the District and shall primarily benefit District residents.

3. **Payment & Registration.** Patrons interested in renting District facilities may pick up the rental packet from the Amenity Manager. At the time the reservation is made, the completed paperwork, insurance as well as payment for both the deposit and the room rental must be made. Each Patron renting the Amenities must sign and execute the District's Rental Agreement. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. All deposits are applied to the final bill. A card must be stored on file and any fees will be applied to that card should the below task not be completed.

- i. Remove all garbage, place in dumpster and replace garbage liners;
- ii. Take down all decorations or event displays; and
- iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may charge your card on file if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. **Fees and donations.** No fees or donations may be charged or collected unless approved by the Amenity Management Team prior to the event. No one using District facilities may charge or collect any fees, payments, or donations without approval from the District.

6. **Advertising.** Advertising of any events or activities shall be primarily directed to District residents and shall state that the Harbor Bay Community Development District is neither sponsoring nor affiliated with the event.

7. **Food & Nonalcoholic Beverages.** The Patron may bring in his or her own food and nonalcoholic beverages.

**Commented [ST4]:** No mention of a Small Meeting Room in the attachments; only a Card Room.

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**Commented [ST5]:** Playgrounds and Tot Lots should not be removed from rental availability.

Rates should be set in these rules for rentals of Playgrounds, Tot Lots, and courts.

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**Deleted:** No more than 50% of recreation facilities (playgrounds and sport courts) shall be available for rental or reservation, all other facilities will be open for walk on use.

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**Deleted:** To receive the full refund of the deposit within ten (10) days after the party, the renter must:

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8. **Alcoholic Beverages.** If the Patron desires to have alcohol available at the event, the Patron must notify the Amenity Management Team in advance. Alcohol must be purchased from the MiraBay Clubhouse and all other alcohol is prohibited. The sale of alcoholic beverages, except by and through the MiraBay Clubhouse, is prohibited. Coolers are not permitted. Violation of any kind may result in a Suspension.

9. **Smoking and Illegal Substances.** Smoking, vaping and illegal substances are prohibited.

10. **Computation of Rental Time.** The rental time is inclusive of set-up and clean-up time. Renters are responsible for cleanup after the event: all garbage must be removed on the same day of the event and disposed in the dumpster at the west end of the Fitness Center, and the room returned to its original layout, including sweeping and mopping the room. A cleaning fee of Three Hundred dollars and Zero Cents for residents (\$300) Six Hundred dollars and Zero Cents (\$600) for non-residents shall be charged if this cleanup is not performed.

11. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the Clubhouse may be rented after hours and until midnight, unless a later time has been approved by the District in writing prior to the event. All parties and events, including clean-up, at the Clubhouse must conclude by midnight (or such time as otherwise approved by the District).

12. **Capacity.** The Clubhouse capacity limit shall not be exceeded at any time.

13. **Noise.** The volume of live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' enjoyment of their homes. Music amplification devices must be approved prior to the date of the event.

14. **Equipment.** No firearms, weapons combustibles, open fires, generators, inflatables, bounce houses, motorized equipment, mechanical bulls, rock climbing equipment, amusement rides, petting zoos, waterslides, or paintball equipment are permitted except with the express written permission of the Amenity Management Staff prior to the event and subject to any reasonable rules, regulations, restrictions, limitations, security, safety, and insurance requirements imposed by the District or Amenity Management Staff. Restrictions on firearms and weapons apply regardless of any person's license to carry.

15. **Vendors.** Outside vendors must be pre-approved by Amenity Management Staff and must provide applicable licenses, insurance, and permits prior to the event.

16. **Insurance.** Liability insurance coverage with limits of not less than \$1 million per occurrence shall be required for all events. Liquor liability insurance shall also be required for events that are approved to serve alcoholic beverages. Products liability insurance may be required for any equipment brought on or in District Facilities. Additional insurance may be required for other events and activities as determined by the District in its sole discretion. The District shall be named on these policies as an additional insured.

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**Commented [ST6]:** Added in the cleaning standards from the attachments and clarified that the cleaning fee is only charged if renter doesn't clean up afterwards.

**Deleted:** <#>Duration of Events. Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours, but no more than four (4) hours, and no events shall extend past midnight.

**17. Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Management Team no later than thirty (30) days prior to the scheduled event to receive one hundred percent (100%) of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event one hundred percent (100%) of the security deposit and zero percent (0%) of the rental fee will be returned.

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### PROPERTY DAMAGE

Each Patron shall be liable for any damage at or to the District Facilities or District Property caused by the Patron or the Patron's Guests or Family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to such damage.

Each Patron and their Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss of or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

### EMERGENCY PROCEDURES

In the event of an emergency, call 911. The facilities are equipped with first aid kits and AED units in their designated location.

**Deleted:** After contacting 911, please call the clubhouse at (813)649-1500 follow the prompts for emergency assistance and then call the District Manager at (321)263-0132 ext. 4205. ...

### SUSPENSION AND TERMINATION OF ACCESS RULE

Inappropriate behavior and failure to follow District rules and policies will not be tolerated. All Patrons and their Guests are responsible for compliance with the Amenities Rules established. The District's Amenities Suspension and Termination of Access Rule is included as Part 3 of this Amenities Rules Handbook.

### **USE AT OWN RISK; INDEMNIFICATION**

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), of, from and for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities or the Activities shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

### **AMENDMENTS/WAIVERS**

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board, District Manager, and/or Amenity Manager may elect in its or their sole discretion to grant waivers to any of the provisions of these Amenities Rules for good cause. The District or Amenity Manager shall inform the Board within a reasonable time of any such waivers.

### **OTHER RULES AND POLICIES**

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

## PART 2: Harbor Bay Community Development District Rules for Mirabay Sports Courts

Law Implemented: ss. 190.011, 190.035, Fla. Stat.  
Effective Date: July 25, 2025

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In accordance with Chapters 190 and 120 of the Florida Statutes, and on July 24, 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby rescinded.

### GENERAL USAGE GUIDELINES FOR MIRABAY SPORTS COURTS

The District's Sports Courts ("Courts") include the Multipurpose (Basketball), Tennis, and Pickleball courts. These general guidelines apply to all Sports Courts and are provided here for convenience before the detailed rules for each sport-specific area.

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#### **Resident Access and Use**

1. Amenities are intended primarily for the enjoyment of Mirabay residents and their Guests.
2. All residents age 16 and older are considered Patrons and may access Amenities in accordance with rules and schedules, provided their privileges are not suspended.
3. Renters are considered Patrons. Homeowners who lease their homes are not considered Patrons unless they reside at another Mirabay address.
4. Age and supervision requirements for Junior Patrons vary by Amenity and are described in each section.
5. Junior Patrons may not bring Guests unless accompanied by an adult Patron for the duration of the visit.

#### **Hours and Access**

6. Patrons must carry a Proximity Card to access the Courts and Tennis/Pickleball Center restrooms.
7. Nonresidents may only use Amenities as accompanied Guests of residents or by paying the Non-Resident Annual User Fee, determined by the District. Individual Amenity passes will not be issued.

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6. Indoor

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## Behavior and Conduct

8. All Amenities are family-friendly environments. Inappropriate behavior—including profanity, excessive noise, horseplay, reckless conduct, or actions that endanger others—is prohibited and may result in removal or loss of privileges.
9. Intentionally causing damage to the Amenities is prohibited and may result in removal or loss of privileges. Additionally, the individual **shall be responsible for any clean-up or restoration expenses** incurred by the District. If a minor causes the damage, their **parents/guardians** are subject to these penalties.
10. After-hours contact information should be posted at each Amenity. Residents are encouraged to report violations, maintenance issues, or safety concerns. Any Sports Court damage should be reported to the Amenity Management Team immediately.
11. All users must clean up after themselves: throw away trash, return furniture and equipment, [return portable pickleball nets to the sides of the basketball courts](#), brush tennis courts, and return basketball hoops to regulation height.
12. Damage to Amenities must be reported to the Amenity Management Team immediately.
13. Playing music through external speakers is prohibited. Headphones are encouraged for personal listening.
14. Unaccompanied nonresidents may be considered trespassers.

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## Guests and Visitor Limits

15. Each Patron household may bring up to five (5) Guests to the [Multipurpose Courts](#), Tennis Courts, or Pickleball Courts. Guests must:
16. Be always accompanied by an adult Patron who has a valid Proximity Card, or
17. Carry a valid Resident Guest Pass when using the Amenities.
18. The five-Guest limit applies per Household, not per individual Patron. For example, a Patron family of four may not each bring five Guests for a total of 20 Guests. Instead, the Household as a whole is limited to five total Guests per visit.
19. Patrons are responsible for the behavior of their Guests and for any damage caused to Amenities or District property.
20. The District may also invite Guests as part of community-sponsored programs or activities; applicable fees may apply.
21. [Additional Guest limitations may be imposed if Guest activity interferes with equitable access for Mirabay residents.](#)

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22. Sanctioned Mirabay groups or clubs may request advance approval for events (e.g., parties, tournaments) that exceed visitor limits or impact normal scheduling.
23. Residents may request temporary privileges for houseguests staying long-term; approval is at the discretion of staff.
24. Patrons are fully responsible for the conduct and behavior of their Guests during all visits.
25. Allowing someone access without a Proximity Card is considered hosting and subjects the Patron to Guest-related responsibilities.
26. Doors and gates must remain closed and locked at all times—do not prop them open.

### Scheduling and Priority Use

27. Resident use takes priority. Unscheduled Guest hosting should not limit reasonable Resident access.
28. The District retains sole authority over scheduling. All Mirabay-affiliated club and interest groups must follow these guidelines and may not impose additional restrictions.
29. Organized leagues or regular group events requiring facility usage beyond what can be reserved through the online court reservation system must receive Amenities Management approval and be formally scheduled before beginning play.
30. Events which utilize all courts must be pre-approved by Amenities Management. ↓
31. When courts are not reserved, users are limited to one (1) hour of play once others are waiting.
32. Only District Amenity Management may alter court schedules. Requests for reserved event time must be submitted at least two (2) weeks in advance.
33. All organized tournaments, leagues and events must be approved in advance by the Amenity Management Team. There is a \$100 fee required to be paid to the District to reserve the court for tournaments or private events.

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**Deleted:** Casual or pickup play (e.g., basketball at the multipurpose court) is allowed as long as it does not exclude other residents. One-time events that take over courts (e.g., tournaments) must be pre-approved.

### Additional Policies

34. Patrons are responsible for bringing their own equipment.
35. Only the benches provided on the Basketball and Tennis Courts are permitted on the playing surfaces. No other furniture is allowed on the courts unless approved by the Amenity Management Team.
36. Any beverage must be stored in a spill-proof, non-breakable container. Food is not permitted on the Courts.

- 37. In the event of an emergency, follow the procedures in the Emergency Handbook. Report all injuries to staff.
- 38. Athletic shoes and shirts are required on Courts.
- 39. Prohibited items on or in the Amenities: rollerblades, bicycles, scooters, skateboards, sidewalk chalk, and unauthorized equipment.
- 40. Pets are not permitted in or on the sports courts, pool, or indoor Amenities.
- 41. Service Animals required because of a disability are an exception and must be under control and always leashed.
- 42. The District may inquire whether an animal is a Service Animal and what tasks it performs.
- 43. Patrons must clean up after Service Animals.

#### **Sales, Closures, and District Rights**

- 44. The sale of merchandise within the court areas is prohibited.
- 45. The District may limit access or temporarily close Amenities due to weather, maintenance, public health concerns, or community programming.
- 46. District-sanctioned programs and events may take priority over general Amenity use.
- 47. Violations of amenity rules may result in verbal warnings, suspension of court privileges, or fines, as determined by the Amenity Management Team.



## BASKETBALL/MULTIPURPOSE COURTS

The facility consists of four (4) Multipurpose courts located on the basketball courts, designated as MP1, MP2, MP3, and MP4. MP3 and MP4 are the courts located on the east side of the basketball complex. The Basketball/Multipurpose Court Facilities are not supervised and persons using the facilities do so at their own risk. Persons interested in using the Multipurpose/Basketball Court Facilities are encouraged to consult with a physician prior to use.

In addition to the guidelines outlined in the section describing the General Usage Guidelines for Mirabay Sports Courts, the following guidelines are applicable to using the basketball/multipurpose courts.

### Definitions

**“MB Kids Play”** as time prioritizing Mirabay Kids on the schedule, where MB Kids are Mirabay residents who are under the age of 16. Adults are considered to be age 16 years and up for the purpose of scheduling play on the basketball courts.

**"Free play"** implies a time or activity where individuals are allowed to engage in authorized activities of their own choosing.

**“Challenge Basketball”** format for scheduled/prioritized basketball play is defined by winners of the game staying on court when the agreed upon score is reached. "Next" players in waiting challenge winners.

### Usage Guidelines

1. The [courts](#) are available for game play only by Patrons and their Guests during normal operating hours from 7am – 10pm. These facilities [are](#) available on a “first-come, first-serve” basis, unless otherwise programmed by the District. (e.g. Adult Challenge play)
2. Patrons must take picture of Guest(s) with Resident with their phone and text picture, badge number, and Resident’s phone number to a posted number.
3. If a Patron opens the door for someone who is NOT a Mirabay Resident, the Guest becomes the Patron’s responsibility and must be present while their Guests are on the courts.
4. [Minor and](#) Junior Patrons are not allowed to open the gate for others without a badge.
5. Basketball/Multipurpose court light controls are turned on using timer dial switches located on the north side of courts between the two basketball courts. Do NOT turn the timers beyond the maximum duration. Doing so breaks the timer, requiring replacement.

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6. Minor Patrons under the age of thirteen (13) may not use the Basketball/Multipurpose Court Facilities unless they are accompanied by an adult Patron.

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7. Persons using the Basketball Court must supply their own equipment.

8. Players must wear court shoes with non-marking soles. Open-toed shoes, sandals, or cleats are not permitted. Proper athletic attire, including shirts and athletic shorts or pants, is required.

9. Basketball backboard height must stay at ten feet, unless children 9 and younger are using the court with adult supervision, in which case the basketball backboard height may be adjusted. If the height is adjusted, it must be returned to ten feet upon exiting the Basketball Court Facilities.

10. The format for scheduled/prioritized Adult basketball play is Challenge Basketball, where the winners of the game stay on court when the agreed upon score is reached. Players in waiting challenge winners. Unless a one time reservation is made for a group, all scheduled Adult Basketball is in Challenge Format.

11. Integration of children with adults playing basketball risks accidental injury to the children. Families wanting to shoot hoops or play basketball should play during scheduled Free Play times.

12. During the school year, 12-5pm M-F should be open for Free Play.

13. During the summer, MB Kids Play are prioritized 12-5 M-F, and includes clubhouse programming for the kids.

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14. See District website or posting at basketball court for current Summer and Non-Summer Schedules.

15. Overflow Pickleball Play. District-owned portable pickleball nets are located to the sides of MP3 and MP4, which contain pickleball court markings. Patrons may use MP3 and MP4 as pickleball courts only if ALL permanent pickleball courts (P1, P2, P3, and P4) are fully utilized and MP3 or MP4 are not in use. Pickleball is not scheduled nor prioritized on the multipurpose courts. All users of the Basketball/Multipurpose Courts should refrain from using the portable pickleball nets for anything other than their intended use; please do not sit on, lean on, or move the portable pickleball nets except as necessary to play pickleball. All users of the Basketball/Multipurpose Courts should ensure that, when not in use, portable pickleball nets are stored to the sides of MP3 and MP4, out of the way of regular court usage.

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**Moved up [1]:** District-owned portable pickleball nets are located to the sides of MP3 and MP4, which contain pickleball court markings.

**Deleted:** Subject to availability, Patrons may use MP3 and MP4 as pickleball courts.

### TENNIS FACILITIES

Our community offers four (4) “Har-Tru” tennis courts for social play, tennis training, tennis lessons, tennis tournaments, and tennis leagues.

In addition to the guidelines outlined in the section describing the General Usage Guidelines for Mirabay Sports Courts, the following guidelines are applicable to using the tennis courts.

1. **Reservations.** Tennis courts may be reserved for up to two (2) hours through our online court reservation system. Reservations may be made up to fourteen (14) days in advance for Tournament play and three (3) days in advance for regular play. Court reservations will be honored and enforced over unscheduled play unless the players arrive more than fifteen (15) minutes late for their reservation. When other players are waiting, the tennis courts’ use should be limited to one (1) hour. The tennis courts’ reservation system should not be abused. Block reservations without approval of the amenity management team are strictly prohibited. Residents needing an account should contact [reception@mirabayclub.com](mailto:reception@mirabayclub.com) with their name and address to obtain login credentials.
2. **League Play.** Organized leagues must be approved through the Amenity Management Team. The amenity management team must be notified fourteen (14) days in advance of the league's start date, including the duration and the meeting day and time.
3. **Access.** Patrons must have their Proximity Card to access the restrooms at the tennis pavilion and obtain the program code to access the closet. The code is changed periodically and is available at the reception desk upon presentation of a Proximity Card.
4. **Supervision.** People under the age of sixteen (16), except Junior Patrons, must always be accompanied by and supervised by an adult Patron while using the athletic courts. Junior Patrons may use the athletic courts without adult supervision.
5. **Attire.** All players shall be dressed in appropriate attire, which includes shirts, clay court tennis-specific shoes, shorts, or warm-up suits. These items must be worn. Open-toed shoes, dress shoes, work boots, sandals, or cleats are not permitted.
6. **Use Rules.** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players.
7. The tennis courts are open from 7:00 a.m. to 10:00 p.m. Unauthorized personnel are not permitted on the courts at any other time unless a specific event is scheduled.
8. **Court Lights.** The courts’ light controls are in the combination-controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to

five (5) minutes for the lights to fully illuminate. After play, the lights must be turned off before leaving the court area.

9. ***Tennis Instruction.*** Except as expressly authorized by the district, tennis instruction for fees or solicitation of tennis instruction for fees is prohibited.
10. ***Guests.*** Patrons are permitted to bring up to five (5) guests per play. Patrons must make a reservation and enter their guests' first and last names in the reservation system. Patrons are fully responsible for any damage caused by their guests to the tennis courts or tennis pavilion.

## PICKLEBALL FACILITIES

The Pickleball Courts ("Courts") are owned and operated by the District and are designated for the enjoyment of all MiraBay Patrons. The pickleball courts may be used for social pickleball play, pickleball training, pickleball lessons provided by a district authorized instructor, pickleball tournaments, and pickleball leagues. The courts are unsupervised, and all players use them at their own risk. Patrons are encouraged to consult a physician before engaging in play.

In addition to the guidelines outlined in the section describing the General Usage Guidelines for Mirabay Sports Courts, the following guidelines are applicable to the Pickleball Courts.

### Definitions

**“Reserved Play”** - Residents may reserve a court using the [Mirabay.Reservethecourt.com](http://Mirabay.Reservethecourt.com) website during periods when court reservations are allowed. Reservations allow defined court time for residents and for lessons provided by the Tennis or Pickleball Pro.

**“Open Play”** - Open play is a critical component of any pickleball facility. Courts are blocked off for Open Play. Open Play consists of single game rounds where players leave the court after each game, rotating play with anyone waiting. Open play is open to all residents and skill levels and allows all players equal time on the court through the use of a paddle rack.

**“Free Play”** - When a court is not scheduled for Open Play, Reserved Play, nor Blocked Time, it is available for Free Play. The court is free to be used in a manner that is compliant to the Amenity Rules, including practice, drills, etc. Free play is first come, first served. Free play is open to all Residents and Guests. No reservations are required.

**“Blocked Time”** - Blocked time allows the Amenity Management Team the ability to block off time for Open Play, Tournaments, Clinics, and Leagues.

The Pickleball Courts are open daily from 7:00 AM – 10:00 PM. The facility consists of four (4) primary courts, designated as P1, P2, P3, and P4 and two (2) multi-purpose courts located on the basketball courts, designated as MP3 and MP4. MP3 and MP4 are available for pickleball for overflow and tournaments if they not in use at the time. Pickleball should fully utilize the primary courts before the multi-purpose courts. Pickleball is neither scheduled nor prioritized on the Multipurpose Courts.

### Reservations

1. Court reservations must be made through [Mirabay.Reservethecourt.com](http://Mirabay.Reservethecourt.com).
2. A user account is required to reserve a court.
3. Residents needing an account should contact [reception@mirabayclub.com](mailto:reception@mirabayclub.com) with their name and address to obtain login credentials.
4. Courts may be reserved for up to two (2) hours per session.
5. Reservations can be made up to two (2) weeks in advance.
6. Court reservations take priority over Free Play unless players arrive more than 20 minutes late, at which point the court becomes available for Free Play.

**Moved down [2]:** Free play is first come, first served. Free play is open to all Residents and Guests. No reservations are required. When a court is not scheduled for Open Play,

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**Moved down [3]:** Pickleball should utilize the primary courts before the multi-purpose courts.

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7. The Court reservation system should not be abused. A Patron may only reserve one court at a specific date and time. Multiple courts may not be reserved for the same date/time by the same Patron.
8. To help all Patrons determine court availability, the Court reservation system can be used to view available court time.

### **Open Play**

Open Play will be played during Blocked Time approved by the Amenity Management Team and usually occurs from 7:00 AM – 11:00 AM. [See current schedule for specific days Open Play is scheduled.](#) No reservations may be made during Open Play hours. Open Play is available to all Patrons.

During Open Play, if all courts are occupied and other players are waiting, the following Rules apply:

1. No Singles Play. All play shall be doubles if players are waiting.
2. All Court usage may consist only of a short warmup not to exceed 5 minutes and game play that will consist of one game.
3. 4-Off, 4-On. After each game, all four (4) players will leave the Court and the next four (4) players will take their place.
4. Paddle Rack. Players should use the paddle rack to determine order of play. In general, players place their paddles at the end of the paddle rack, securing their turn on the courts. Paddles are pulled first in/first out to determine who plays on the next available court. Players may place their own paddle in any available slot and may move or remove their own paddle at any time. This allows players that want to play together exclusively to move together as a group. Players may never move or remove any other player's paddle from the paddle rack.

### **Guests**

[Patrons must make a reservation and enter their guests' first and last names in the reservation system. Patrons are fully responsible for any damage caused by their guests to the pickleball courts.](#)

### **Court Usage When Maximum Capacity Is Reached**

When all courts are occupied and other players are waiting, Free Play is limited to one (1) hour per group, unless the courts are reserved. Play on reserved courts is only limited by the court reservation time. Pickleball players may choose to play on MP<sup>3</sup> or MP<sup>4</sup> at the Basketball Courts, if they are free, in lieu of waiting for a free pickleball court when all Pickleball Courts (P1, P2, P3, and P4) are occupied.

### **Attire and Equipment**

Players must wear court shoes with non-marking soles. Open-toed shoes, sandals, or cleats are not permitted. Proper athletic attire, including shirts and athletic shorts or pants, is required. Players must provide their own paddles and balls.

### **Facility Access**

Patrons must have their Proximity Card to access the Tennis/Pickleball Amenity and the restrooms at the Tennis/Pickleball Center.

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**Court Lights**

Court lights controls are in the combination-controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to five (5) minutes for lights to fully illuminate. After play, Patrons are responsible for ensuring the lights are turned off prior to leaving the Court area. Patrons may request the access code for the storage closet at the reception desk upon presentation of their Proximity Card.

**Storage Closet**

HBCDD ~~tennis and pickleball equipment is~~ stored in the closet. ~~The closet is not to be used for storing personal items.~~

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**Age Restrictions**

Patrons under 16 years of age must be accompanied by an adult Patron unless they are registered as a Junior Patron.

**No Pickleball Instruction**

Paid instruction is prohibited unless expressly authorized by the District. Any approved instructors or clinics must coordinate scheduling with the Amenity Management Team.

### PART 3: Harbor Bay Community Development District Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat.  
Effective Date: May 15, 2025

In accordance with Chapters 190 and 120 of the Florida Statutes, and on May 15, 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby rescinded.

**1. Introduction.** This rule addresses various rates, fees and charges associated with the Amenities owned and managed by the Harbor Bay Community Development District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

**2. Annual User Fee.** Any Non-Resident that pays an Annual User Fee shall be entitled to all rights and obligations of residents with respect to the use of the Amenities. The Annual User Fee is equal to the highest annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets, plus a fifteen percent (15%) surcharge, which amount may be increased or decreased based upon the prevailing market rates. The fee is to be paid for a single year from the date of issuance and is payable in advance in one lump sum payment.

**3. Rental Rates.** Any Patron wishing to rent the following portions of the Amenities must pay the appropriate fee and submit a security deposit in the amounts set forth below:

Area / Service	Fee	Deposit
Lagoon Room- <u>Accommodates up to 100 people</u>	<u>\$200 for up to 2 hours</u> <u>\$50 for each additional hour</u>	<u>50% of total rental price</u>
Admiral Point Clubhouse- <u>Accommodates up to 50 people</u>	<u>\$200 for up to 4 hours</u> <u>\$50 for each additional hour</u>	<u>50% of total rental price</u>
Main Club Promenade- <u>Accommodates up to 25 people</u>	<u>\$50 up to 4 hours</u>	<u>50% of total rental price</u>

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An additional \$50 to \$150/hour fee will be charged for each hour used after the clubs normal operating hours

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Card Room- Accommodates up to 12 people	\$75 for up to 2 hours \$112.50 for 2-8 hours	50% of total rental price	Deleted: \$250 to Deleted: Admiral Pointe Deleted: \$25 to \$200 / hour, as established at the Formatted ... [2] Deleted: Clubhouse ... [3] Formatted ... [4] Formatted ... [7] Deleted: 0-50 People Deleted: \$160 for up to 4 hours ... [11] Formatted ... [10] Deleted: An additional \$25 to \$200/hour fee will be ... [5] Formatted ... [6] Formatted ... [8] Formatted ... [9] Deleted: 51-100 People Deleted: \$260 for up to 4 hours ... [13] Formatted ... [12] Formatted ... [14] Formatted ... [15] Formatted ... [16] Formatted Table ... [17] Formatted ... [18] Formatted ... [19] Commented [ST12]: 15% is onsistent with Special ... [20] Deleted: 30 Formatted ... [21] Formatted ... [22] Formatted ... [23] Formatted ... [24] Deleted: Main Club Promenade- Accommodates up to ... [25] Formatted ... [26] Formatted ... [27] Formatted ... [28] Formatted ... [29] Deleted: 0-50 People Deleted: \$240 for up to 4 hours Formatted ... [31] Deleted: \$360 for 4-6 hours Formatted ... [30] Deleted: 51 Deleted: 320...for up to 64 ... [33] Formatted ... [32] Deleted: \$480 for 4-6 hours Formatted ... [34]
<b>ADDITIONAL FEES</b>			
Catering Kitchen		\$50	
Bartending Fees	0-100 People	\$390 for up to 6 hours	
Table Linen		\$10/table	
Cleaning Fee- Rental Space		\$300	
Cleaning Fee- Catering Kitchen		\$300	
After Hours Fee	Applied after normal clubhouse operating hours	\$100/hour *total rental price includes after hours fee	
Damage & Excessive Cleaning Fee	Cleaning cost incurred by the District plus 15% administrative fee		
<b>NON-RESIDENT RATES</b>			
Lagoon Room-Accommodates up to 100 people	\$600 for up to 4 hours \$200 for each additional hour	50% of total rental price	
Admiral Point Clubhouse- Accommodates up to 50 people	\$150 for up to 2 hours \$100 for each additional hour	50% of total rental price	
Card Room- Accommodates up to 12 people	\$150 for up to 2 hours \$225 for 2-8 hours	50% of total rental price	
<b>ADDITIONAL FEES</b>			
Catering Kitchen		\$100	
Bartending Fees	0-100 People	\$480 for up to 6 hours	
Table Linen		\$20/table	
Cleaning Fee- Rental Space		\$600	
Cleaning Fee- Catering Kitchen		\$600	
After Hours Fee	*Total rental price does not include after hours fee		
Damage & Excessive Cleaning Fee	Cleaning cost incurred by the District plus 50% administrative fee		

#### 4. PROXIMITY CARD & REGISTRATION FEES

<u>ITEM</u>	<u>FEE</u>
Patron Proximity Card	No Charge, up to 2 per Household
Junior Patron Proximity Card	
Renters Fee (doesn't apply to Non-Residents who have paid their Annual User Fee & may be renters or property outside the District)	\$50 per card
Replacement Proximity Card	\$40 per card
Caregiver Proximity Card	\$30 per card
Insufficient Funds Fee/Late Fee	Up to \$50 per occurrence

#### 5. Vehicle Credentials

<u>ITEM</u>	<u>FEE</u>
Patron Vehicle Barcode	\$30 per barcode
Replacement Vehicle Barcode	there shall be no fee for replacement of a vehicle credential malfunctioning through no fault of the Patron as determined by the Amenity Management Team.
Renters Vehicle Barcode	\$50 per barcode

**Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees for these will be based on market rates as determined by the Amenities Manager.

**6. Non-Resident Programs, Activities, Services and Goods Fees.** As set forth in more detail in the District's Amenities Rules, and as a general rule, Non-Residents may attend certain events or programs and purchase goods and services of the District. Non-Residents participating in a program will pay the price of the program plus an additional twenty percent (20%), which amount may be increased or decreased based upon the prevailing market rates.

**7. Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service plus up to an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates. Unless identified herein, no other amenities or facilities of the District may be rented.

**8. Rental by Approved Recreational Clubs and Homeowner's Associations.** The District's Board has determined that the purpose of the Amenities is to provide a facility for recreational activities and, in furtherance of that stated purpose, desires to offer free rental of the Lagoon Room and Small Meeting Room to recreational clubs comprised of Patrons and approved by the District. Such approved clubs may be allowed to reserve the Lagoon Room, Admiral Pointe Clubhouse, and Card Room at no charge up to once per month (as space permits, and in the sole

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reasonable discretion of the Amenities Manager) and up to twelve (12) months in advance. Similarly, homeowner's associations serving the community within the District may be allowed to reserve the Lagoon Room, Admiral Pointe Clubhouse, and Card Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to 12 months in advance. Table set up and break down are the Patron clubs' responsibility. Food, beverage, Bartender or additional staff services will result in an additional charge set forth in the Resident Club Rental Form.

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Deleted: <#>Non-Resident Tennis, Basketball & Pickleball Program Fees and Rates. The amount of the fees and rates for the Non-Resident Tennis, Basketball & Pickleball Program shall be based on market rates for comparable tennis programs. Accordingly, the District reserves the right to amend the fees and rates for the Non-Resident Tennis, Basketball & Pickleball Program from time to time to ensure that such fees and rates are consistent with market rates, provided that any amendment shall be made in accordance with all applicable laws, rules, regulations, and the District's rules and policies. The following fees and rates shall apply to the Non-Resident Tennis, Basketball & Pickleball Program:

Non-Resident Rates:

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**9. Adjustment of Rates.** The Amenities Management Team has authority to establish fees within the ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than twenty percent (20%) per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.

**10. Prior Rules.** Any prior rules setting amenities rates are hereby rescinded to the extent such rules conflict with the rules set forth herein.

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

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### PART 3: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.

Effective Date: May 15, 2025

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In accordance with Chapters 190 and 120 of the Florida Statutes, and on May 15, 2025 at a duly noticed public meeting, the Board of Supervisors ("Board") of the Harbor Bay Community Development District ("District") adopted the following rules/policies to govern disciplinary and enforcement matters. All prior rules/policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenities" or "Amenity").
2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District's Amenities.
3. **Proximity Cards.** Proximity Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Proximity Card for violation of the District's rules and policies established for the safe operations of the District's Amenities.
4. **Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):
  - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
  - b. Failure to pay monetary obligations owed to the District within thirty (30) days of the date of notice that the obligation was incurred;
  - c. Failing to abide by the terms of rental applications;
  - d. Permitting the unauthorized use of a Proximity Card or otherwise facilitates or allows unauthorized use of the Amenities;
  - e. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
  - f. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
  - g. Failing to abide by any District rules or policies (e.g., Amenity Rules);
  - h. Treating the District's staff, contractors, representatives, residents, landowners [Patrons] or guests, in a harassing or abusive manner;

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- i. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
  - j. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
  - k. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;
  - l. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;
  - m. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
  - n. Such person's guest or a member of their household commits any of the above Violations.
5. **Termination of Amenity Access** shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.
6. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
7. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
8. **Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.
9. **Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for

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cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least ~~fourteen~~ (14) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

10. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

- a. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions
- b. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- c. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- d. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

11. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

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12. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District may request surrender of, or deactivate, all Proximity Cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.
13. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The Appeal Request shall be filed within thirty (30) calendar days after the date of mailing the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
14. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.
15. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

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# COURT WORKING GROUP RECOMMENDATIONS FOR THE CDD

This summarizes the discussions of an interdisciplinary group of MiraBay residents who are actively utilizing the tennis, pickleball, and basketball courts comprised of W. Rocky Newman, Steve Pullara, James Ward, Debbie Mowry, Sarah Toppi, Pedro Franco, and Jeremy Huelsman. A prior working group defined the current schedule for the basketball courts in December 2022. However, the completion of the new, dedicated pickleball courts, warranted new schedules and operating procedures for sharing the courts. This new working group met multiple times between 03/27/2025 and 06/25/2025 to discuss procedural improvements (which include changes to the approved Amenities Rules Handbook), ideas for rule enforcement, and suggested schedules for the courts. The goal was to submit the new schedules and recommendations to the CDD board for consideration at a future meeting. Schedule proposals are included for illustration purposes, but due to their dynamic nature, will not be included in the Amenity Rules Handbook (This allows the Amenities Handbook to be approved independently of the changing schedules).

Court Working Group Recommendations for the CDD .....	1
A. New General Recommendations .....	2
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C. New Tennis/Pickleball Court Recommendations .....	4
D. Multipurpose Court Schedules .....	5
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## A. NEW GENERAL RECOMMENDATIONS

The following are recommendations agreed to by the 2025 working group for the sports courts. Some of these requirements are needed to support the new rules and definitions described in the proposed Amenities Rules Handbook changes presented in the July 2025 CDD meeting.

1. A **phone number** (possibly answered by on call staff) **will be posted** at the courts for problems requiring urgent attention.
2. The Amenities Rules Handbook **should be published on the web, Facebook,** and cross linked as much as possible for offsite reference. Major changes should be communicated to residents. Consider posting a QR code to the hosting location for the Amenities Rules Handbook at the courts.
3. All court lights (Multipurpose, Tennis, and Pickleball courts) should shut off automatically at 10pm. The on/off switch for the lights at the tennis/pickleball courts are controlled manually. The Multipurpose Courts' lights are turned off via timer dials, which are frequently broken and replaced. An automatic shutoff will reduce wasted electricity when lights are left on overnight.
4. For added security, cameras should be placed in the court areas facing entrances.

## B. NEW MULTIPURPOSE COURT RECOMMENDATIONS

The facility consists of four (4) primary courts, located on the basketball courts, designated as MP1, MP2, MP3, and MP4. MP3 and MP4 are the courts located on the east side of the basketball complex.

The prior 2022 working group stated “we would encourage the board and the staff to **always enforce the current rules** during the week. Liability for the guests is a key point of consideration.” The 2025 working group identified a procedural change to help enforce restricting the use of the Multipurpose Courts to Mirabay residents and their guests.

1. We recommend placing a sign at the entrance of the courts that says:
  - Smile! You’re on camera.
  - You must have a valid badge/proximity card to enter these courts.
  - Do NOT open the door for someone you don’t know.
  - If you open the door for someone who is NOT a Mirabay resident, you are responsible for your guest and must be present while they are on the courts.
  - Mirabay is NOT liable for any injury or harm that comes from using the courts.
  - Each resident IS liable for any damage caused by them or their guests.
2. Take picture of guest(s) with resident. Text picture, badge number, and resident's phone number to a <TBD> number. (TBD: text number owned by GMS or Envera? See General Recommendation #1.)
3. We recommend spot checking the data to verify new procedures are reducing 1) unescorted guests and 2) regularly appearing guests (i.e. neighboring community). This can be done manually. Alternatively, perhaps we can utilize existing cameras and speakers at the Multipurpose courts to identify what non-residents have not sent their picture (i.e. checked-in) real time. Does Mirabay’s contract with Envera include Active Video Surveillance which includes real-time intervention by virtual guards, and live 2-way audio communication? This could be useful at other areas with occasional, unauthorized activities, e.g. LT Kim Park.

**This procedural change requires a phone number to receive images and automatically store the images for review. The posted sign would also need to be created and placed at the Multipurpose Courts.**

4. The Multipurpose Court schedule must **be published on the web, Facebook**, and cross linked as much as possible (e.g. Amenities Management team’s website for Mirabay) for offsite reference. A printout of the Multipurpose Court schedule should also be displayed at the courts and available at the Clubhouse.
5. Amenities Management has the only authority to change the schedules/priorities on the Multipurpose Court.

## C. NEW TENNIS/PICKLEBALL COURT RECOMMENDATIONS

The 2025 working group has identified the following changes that will support sharing space within the tennis court complex for tennis and pickleball players.

1. **Tennis Court Orientation for Pickleball Players:** The pre-existing tennis court orientation (formerly used to get access to the tennis courts) should also be encouraged/required for pickleball players. As pickleballs occasionally cross into tennis courts, having knowledge about Har-tru court care will help pickleball players return the tennis courts to their working condition after retrieving their pickleballs.
2. **Tennis Court Orientation for Junior Patrons:** The Junior Patron Program should also include the tennis court orientation, equipping Junior Patrons with the knowledge necessary to have access to the tennis/pickleball courts.
3. **Tennis/Pickleball Schedule at Courtside:** A TV monitor at the courts to view the daily schedule will help players know who has reserved the courts and/or which court(s) are available for use. This is supplemental to using the scheduling application to view court availability and would require no login by viewers.
4. **Pickleball Court Cleaning Equipment:** As wind blows, dust from the Har-Tru courts accumulates on the pickleball courts. The courts become more difficult, and potentially dangerous, to use. Having cleaning equipment for the pickleball courts available at the courts would be conducive to maintaining the playing surface for safe play on the courts.
5. **Badge Reader on Closet:** The tennis/pickleball courts' light controls and other court equipment are stored in the combination-controlled closet. Replacing the combination lock with a badge reader to access the closet provides more security and better traceability to who accessed the closet.
6. Two (2) pickleball nets should be stored on the side on the west Multipurpose courts in case they are needed.

7. In general, pickleball players are to utilize the new pickleball courts first. However, if courts are full, pickleball may utilize an unused court on the side with nets if no one is currently using them.

## D. MULTIPURPOSE COURT SCHEDULES

The Multipurpose Courts will have two schedules, mirroring local schools' in-class school year and summer breaks. Occasional, temporary changes to the schedule can be made by Amenities Management to support events as requested.

### Basketball

1. The format for scheduled/prioritized basketball play is Challenge Basketball, where the winners of the game stay on court when the agreed upon score is reached. "Next" players in waiting challenge winners. All scheduled Adult Basketball is in Challenge Format.
2. Integration of children with adults playing basketball risks accidental injury to the children. Families wanting to shoot hoops or play basketball should play during scheduled Free Play times.

### Procedural Guidelines

1. If a group with scheduled (prioritized) time is not using its allotted time and another group whose sport is not scheduled/prioritized at that time starts playing on the court, the group who is playing must relinquish the court to the scheduled/prioritized group within 15 minutes of their arrival.
2. When there is no prioritized group, the first to use the court has one (1) hour of play from the arrival time of the next group before vacating the court.
3. Amenities Management has the only authority to change the schedules/priorities on the multipurpose court. Special interest groups in within Mirabay may send requests to

Amenities Management with at least two (2) weeks notice for reserved court time (e.g. tournaments for cornhole, basketball, or pickleball).

4. During the school year, 11-5pm M-F should be open for Free Play.
5. During the summer, 11-5pm M-F has MB Kids Play prioritized, and includes clubhouse programming for the kids.
6. Summer and Non-Summer Schedules:



**Mirabay Multipurpose Court Summer Schedule DRAFT - 4/2/2025**  
when school is not in session

All Patrons must have their activated proximity card available for presentation to authorities if requested.  
 MB Kids = Mirabay youth 13 and up with proximity card or accompanied by an adult at least 16 years of age.

Scan QR code to see Harbor Bay CDD Amenity Rules for information on use. Document can be found under Policies/Amenities



\*\* Challenge format = winners of game stay on court when agreed upon score is reached. "Next" players in waiting challenges winners

	M		T		W		R		F		Sat		Sun	
	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts
7am-7:30am														
7:30am-8am	Free Play		Free Play		Free Play		Free Play		Free Play		Adult Basketball - Challenge format **			
8am-8:30am														
8:30am-9am														
9am-9:30am														
9:30am-10am														
10am-10:30am	MB Kids Play (includes clubhouse programming)		Free Play		Free Play		Free Play		Free Play		Free Play		Free Play	
10:30am-11am														
11am-11:30am														
11:30am-12pm														
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4:30pm-5pm														
5pm-5:30pm	Adult Basketball - Challenge Format **		Free Play				Adult Basketball - Challenge Format **		Free Play		Free Play		Adult Basketball - Challenge Format **	
5:30pm-6pm														
6pm-6:30pm	MB Kids Play		Pick-Up Sports	MB Kids Play	Free Play		MB Kids Play		MB Kids Play					
6:30pm-7pm														
7pm-7:30pm	Free Play		Free Play				Free Play		Free Play					
7:30pm-8pm														
8pm-8:30pm	Free Play		Free Play				Free Play		Free Play					
8:30pm-9pm														
9pm-9:30pm														
9:30pm-10pm														

**FOR AMENDMENTS TO THIS SCHEDULE, CONTACT MIRABAY AMENITIES MANAGEMENT**

**Mirabay Multipurpose Court Non-Summer Schedule DRAFT - 4/2/2025**  
(when school is in session)

All Patrons must have their activated proximity card available for presentation to authorities if requested.  
MB Kids = Mirabay youth 13 and up with proximity card or accompanied by an adult at least 16 years of age.

Scan QR code to see Harbor Bay CDD Amenity Rules for information on use. Document can be found under Policies/Amenities



\*\* Challenge format = winners of game stay on court when agreed upon score is reached. "Next" players in waiting challenges winners

	M		T		W		R		F		Sat		Sun	
	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts	East Courts	West Courts
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7:30am-8am														
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5pm-5:30pm	Adult Basketball - Challenge Format **		Free Play		Free Play		Adult Basketball - Challenge Format **		Free Play		Free Play		Adult Basketball - Challenge Format **	
5:30pm-6pm														
6pm-6:30pm	MB Kids Play		Pick-Up Sports		Free Play		MB Kids Play		MB Kids Play		Free Play		Free Play	
6:30pm-7pm														
7pm-7:30pm	Free Play		Free Play		Free Play		Free Play		Free Play		Free Play		Free Play	
7:30pm-8pm														
8pm-8:30pm	Free Play		Free Play		Free Play		Free Play		Free Play		Free Play		Free Play	
8:30pm-9pm														
9pm-9:30pm	Free Play		Free Play		Free Play		Free Play		Free Play		Free Play		Free Play	
9:30pm-10pm														

**FOR AMENDMENTS TO THIS SCHEDULE, CONTACT MIRABAY AMENITIES MANAGEMENT**

## 7. Transition Examples:

The following examples are included to illustrate how court priorities and first-come-first-serve policies impact play on the Multipurpose Courts.

### Example 1: Different Sport, Different Priority

- Basketball is prioritized Saturday morning 8-11, but the players are running late.
- Kids start playing kickball on one of the courts.
- Basketball players begin to arrive and begin playing on the empty court.
- Another basketball group arrives and wants to play a new game (not with the first group of basketball players).
- The kids must vacate within 15 minutes of the new group expressing interest in playing next.

### Example 2: Same Sport, Different Priority

- Kids are prioritized 5-8pm on Wednesdays, but no one is using the courts.
- Adult basketball players start playing on one of the courts.
- Kids begin to arrive and begin playing basketball on the other available court.
- Another group of kids arrives and wants to play basketball.
- The adult basketball players must vacate within 15 minutes of the new group of kids do not want to play with the other kids and express interest in playing next.

### Example 3: Different Sport, No Priority

- Free Play is scheduled 5-7pm and 8-10pm on both courts on Friday. Kids are scheduled 7- 8pm.
- Cornhole players start playing on the east courts at 6pm.
- Kids show up at 7pm and begin playing basketball on the west courts.
- Another group of kids arrive at 7:30pm and want to play kickball.
- Cornhole players must stop playing and allow the second group of kids to play within one hour.

Example 4: No Priority – First In First Out

- During the school year, 5-10pm is open for Free Play.
- Cornhole players start playing on the east courts at 6pm.
- Basketball players start playing at 7pm on the west courts.
- Another group of kids arrive at 7:30pm and want to play kickball.
- The cornhole players need to stop playing within one (1) hour after the 2nd kids group arrive.

Example 5: No Priority

- During the school year, 5-10pm is open for Free Play.
- All the new pickleball courts are full and there are 4 people already waiting.
- Kids begin to arrive and begin playing basketball on the court with pickleball nets (east court). The west court is empty.
- Another group of adult pickleball players arrives and wants to play.
- The adult pickleball players respectfully request the kids to move to the unused west court.

Example 6: No courts, No priority

- During Free Play, all courts on the multipurpose courts are full.
- Another group arrives and does not want to join the other groups of players.
- Both teams (assuming full court play on both) must be willing to vacate within an hour of the new group arriving.
- Once the new group selects a court to utilize, the other players who were already playing previously may continue to use their court.

## E. PICKLEBALL COURT SCHEDULE

In order to illustrate the proposed schedule, procedural information described in the Amenities Rules Handbook is repeated here for context.

The facility consists of four (4) primary courts, designated as P1, P2, P3, and P4 and two (2) multi-purpose courts located on the basketball courts, designated as MP3 and MP4 (the courts with portable pickleball nets stored at the sides). Pickleball players should utilize the primary courts before the multi-purpose courts. MP3 and MP4 are available for pickleball for overflow and tournaments.

Commented [1]:  
Covered below under "Age Restrictions"

### Procedural Guidelines

The Pickleball Courts will support Open Play, Free Play (walk-on), and Reserved Play. Amenities Management has the only authority to Block Time from individual reservation (e.g. for Open Play, Tournaments, Leagues, and Clinics).

**Reserved Play** - Residents may reserve a court using the [Mirabay.Reservethecourt.com](https://Mirabay.Reservethecourt.com) website during periods when court reservations are allowed. Reservations allow defined court time for residents and for lessons provided by the Tennis or Pickleball Pro.

1. Court reservations must be made through [Mirabay.Reservethecourt.com](https://Mirabay.Reservethecourt.com).
2. A user account is required to reserve a court.
3. Courts may be reserved for up to two (2) hours per session.
4. Reservations can be made up to two (2) weeks in advance.
5. Reservations courts take priority over free play unless players arrive more than 20 minutes late, at which point the court becomes available for open free play.
6. The Court reservation system should not be abused. A patron may only reserve one court at a specific date and time. Multiple courts may not be reserved for the same date/time by the same patron.

Commented [2]:  
Changed this so informal leagues can plan at least a week out.

Commented [3]:  
All tournaments have to be approved by the Amenity Management Team anyway. It doesn't make sense to allow reservations 14 days out without Amenity Mgmt Team Approval.

Commented [4]:  
Moved to Tournament section below.

**Open Play** - Open play is a critical component of any pickleball facility. Courts are blocked off for Open Play. Open Play consists of single game rounds where players leave the court after each game, rotating play with anyone waiting. Open play is open to all residents and skill levels and allows all players equal time on the court through the use of a paddle rack.

7. During Open Play, if all courts are occupied and other players are waiting, the following Rules apply:
8. No Singles Play. All play shall be doubles if players are waiting.
9. All Court usage may consist only of a short warmup not to exceed 5 minutes and game play that will consist of one game.

10. 4-Off, 4-On. After each game, all four (4) players will leave the Court and the next four (4) players will take their place.

11. Paddle Rack. Players should use the paddle rack to determine order of play. In general, players place their paddles at the end of the paddle rack, securing their turn on the courts. Paddles are pulled first in/first out to determine who plays on the next available court. Players may place their own paddle in any available slot and may move or remove their own paddle at any time. This allows players that want to play together exclusively to move together as a group. Players may never move or remove any other player's paddle from the paddle rack.

**Free Play** - Free play is first come, first served. Free play is open to all residents and their guests. No reservations are required. When a court is not scheduled for Open Play, Reserved Play, nor Blocked Time, it is available for Free Play. The court is free to be used in a manner that is compliant to the amenity rules, including practice, drills, etc.

**Court Usage When Maximum Capacity Is Reached :**

When all Courts are occupied and other players are waiting, Free Play is limited to one (1) hour per group, (unless the courts are reserved). Play on reserved courts is only limited by the court reservation time. Pickleball players may choose to play on MP3 or MP4 at the Basketball Courts, if they are free, in lieu of waiting for a free pickleball court when all Pickleball Courts (P1, P2, P3, and P4) are occupied.

## Proposed Schedule

Pickleball Courts Schedule - Example 1

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7 to 8 am	Open Play	Open Play	Open Play	Open Play	Open Play	Free Play/Reserved	Open Play
8 to 9 am	Open Play	Open Play	Open Play	Open Play	Open Play	Free Play/Reserved	Open Play
9 to 10 am	Open Play	Open Play	Open Play	Open Play	Open Play	Free Play/Reserved	Open Play
10 to 11 am	Open Play	Open Play	Open Play	Open Play	Open Play	Free Play/Reserved	Open Play
11 to 12 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
12 to 1 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
1 to 2 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
2 to 3 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
3 to 4 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
4 to 5 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
5 to 6 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
6 to 7 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
7 to 8 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
8 to 9 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved
9 to 10 pm	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved	Free Play/Reserved

**Open Play** - Open Play consists of single game rounds where players leave the court after each game, rotating play with anyone waiting. Open play is open to all residents and skill levels and will allow all players time on the court through the use of a paddle rack.

**Free Play/Reserved** - Two Free-Play courts and two courts can be reserved. Free Play is First Come, First Served. Reserved play allows for the prioritization of court time for various activities (e.g., tournaments, leagues, clinics, approved lessons, and reserved play).

**League/Free Play** - Two courts are for leagues and two courts are Free Play

All Leagues, Tournaments, and Clinics must be approved by the Amenities Management Team. The Amenities Management Team can make changes to any schedule based on the needs of the community.

## Transition Examples:

The following examples are included to illustrate how court different usages can be supported during Open Play, Reserved Play, and Free Play on the Pickleball Courts.

#### Example 1: Beginner Play during Open Play

- Beginners are welcome to play with more advanced players. However, if there is a group of beginners that want to play together, they can move their paddles to the end of the paddle rack as a group so they can rotate onto one court as a group as opposed to rotating onto a court individually.
- If P1, P2, P3, and P4 are all occupied, and there are enough people to play on another court, a group (does not have to be the beginner group) can choose to Free Play on MP3 or MP4.
- If P1, P2, P3, and P4 are all occupied, the beginner(s) is free to do drills or practice on MP3 or MP4.

#### Example 2: Exclusive Play during Open Play

A group of family members and/or friends may want to play together exclusively, not splitting up to play with other players.

- The group can move their paddles to the end of the paddle rack placing them together so they can rotate onto one court as a group as opposed to rotating onto a court individually. This allows this group and other Mirabay residents to equally share the time on the courts.
- If P1, P2, P3, and P4 are all occupied, and there are enough people to play on another court, a group (does not have to be the group of family members/friends) can choose to Free Play on MP3 or MP4.

#### Example 3: Unreserved Free Play – First In First Out

- All four pickleball courts have players actively using the courts but none had reservations.
- Another group of players without reservations arrives wanting to play.



- The first group (i.e. the group that has been on the court the longest) has one (1) hour to relinquish their court after the waiting group arrived.
- If P1, P2, P3, and P4 are all occupied, and there are enough people to play on another court, the waiting group can choose to Free Play on MP3 or MP4.

#### Example 3: Unreserved Free Play/Reserved Play – First In First Out

- All four pickleball courts have players actively using the courts but two had reservations at that time.
- Another group of players without reservations arrives wanting to play.
- The two reserved groups may continue to play until the end of their reserved time.
- The group without reservations that has been on the court the longest has one (1) hour to relinquish their court after the waiting group arrived.
- If P1, P2, P3, and P4 are all occupied, and there are enough people to play on another court, the waiting group can choose to Free Play on MP3 or MP4.

#### Example 4: Reserved Play vs. Free Play – all courts reserved

- All four pickleball courts have players actively using the courts and all four groups had reservations at that time.
- Another group of players without a reservation arrives wanting to play.
- The four reserved groups may continue to play until the end of their reserved time.
- The new group without reservations must wait until an end of one of the other groups' reserved time.
- If P1, P2, P3, and P4 are all occupied, and there are enough people to play on another court, the waiting group without reservations can choose to Free Play on MP3 or MP4.

#### Example 5: Free Play vs. Reserved Play

- All four pickleball courts have players actively using the courts and none of the four groups had reservations at that time (i.e. are in Free Play).

- Another group of players with a reservation arrives on time for their reserved time.
- The group without reservations that is on the court that was reserved must relinquish the court immediately.

Example 6: Free Play vs. Reserved Play

- All four pickleball courts have players actively using the courts and none of the four groups had reservations at that time (i.e. are in Free Play).
- Another group of players with a reservation arrives 20 minutes late for their reserved time.
- The group that has been on the courts the longest has an hour to get off the court after the people showed up for their reservation 20 minutes late.

# SECTION IV

## Subsection K - 1

**INVOICE**

**Rightway Restoration Inc.**  
8270 Woodland Center Blvd  
Tampa, FL 33614-2401

info@rightwayrestoration.com  
+1 (321) 361-8155



**Rightway**  
RESTORATION

**Bill to**

MiraBay Club  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572

**Ship to**

MiraBay Club  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572

**Invoice details**

Invoice no.: 1021  
Terms: Due on receipt  
Invoice date: 06/30/2025  
Due date: 07/04/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Services</b>	Youth Clubhouse - Remediation/Repair	1	\$64,139.00	\$64,139.00
2.	<b>Services</b>	Lighthouse - Remediation/Repair	1	\$180,000.00	\$180,000.00

**Total** **\$244,139.00**

Deposit \$112,500.00

**Balance due** **\$131,639.00**

# SECTION IV

## Subsection K - 2

**INVOICE**

**Rightway Restoration Inc.**  
8270 Woodland Center Blvd  
Tampa, FL 33614-2401

info@rightwayrestoration.com  
+1 (321) 361-8155



**Rightway**  
RESTORATION

**Bill to**

MiraBay Club  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572

**Ship to**

MiraBay Club  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572

**Invoice details**

Invoice no.: 1022  
Terms: Due on receipt  
Invoice date: 07/07/2025  
Due date: 07/11/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Services</b>	Concrete Barrier Demo	1	\$4,000.00	\$4,000.00
				<b>Total</b>	<b>\$4,000.00</b>
Check				<b>Overdue</b>	07/11/2025



## Rightway Restoration

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8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

Client: Mirabay North Gate Column  
Property: 107 Manns Harbor Drive  
Apollo Beach, FL 33572

Operator: MELISSA.

Estimator: Rightway Restoration  
Business: 8270 Woodland Center Blvd  
Tampa, FL 33614

Business: (813) 361-0655

Type of Estimate: REBUILD  
Date Entered: 3/31/2025  
Date Est. Completed: 3/31/2025

Date Assigned:  
Date Job Completed:

Price List: FLTA8X\_MAR25  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: MIRABAY\_COLUMN



## Rightway Restoration

8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

### MIRABAY\_CLUBHOUSE-R

#### MIRABAY\_CLUBHOUSE-R

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Service and Inspection Call - during business hours	1.00 EA @	214.93 =	214.93
2. General demolition and clean - up	1.00 HR @	299.30 =	299.30
<i>General demolition of non-salvageable column pieces and clean up of surrounding area</i>			
3. Haul debris - per pickup truck load - including dump fees	0.50 EA @	205.27 =	102.64
4. Block - 4" x 8" x 16" - in place	45.00 SF @	10.13 =	455.85
5. Mason - Brick / Stone - per hour	8.00 HR @	85.00 =	680.00
6. Concrete reinforcement - 6" x 6", #10 wire mesh	45.00 SF @	2.75 =	123.75
7. Steel rebar - #5 (5/8")	24.00 LF @	3.57 =	85.68
8. Concrete Finisher - per hour	6.00 HR @	128.73 =	772.38
9. Metal lath & stucco	45.00 SF @	8.55 =	384.75
10. Seal & paint stucco	200.00 SF @	2.53 =	506.00
<i>Note: Paint both columns to match after reconstruction</i>			
11. Styrotrim Accent - Trim and Topper	1.00 EA @	500.00 =	500.00
12. Prime & paint exterior trim	75.00 SF @	2.82 =	211.50
<i>Note: Paint trim on both columns to match after reconstruction</i>			



**Rightway Restoration**

8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

**Summary**

Line Item Total	4,336.78
Overhead	650.53
Profit	650.53
	<hr/>
<b>Replacement Cost Value</b>	<b>\$5,637.84</b>
<b>Net Claim</b>	<b>\$5,637.84</b>
	<hr/> <hr/>

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Rightway Restoration

# SECTION IV

## Subsection K - 3



## Rightway Restoration

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8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

Client: Mirabay Main Clubhouse  
Property: 107 Manns Harbor Drive  
Apollo Beach, FL 33572

Operator: MELISSA.

Estimator: Rightway Restoration  
Business: 8270 Woodland Center Blvd  
Tampa, FL 33614

Business: (813) 361-0655

Type of Estimate: Water Damage  
Date Entered: 10/23/2024  
Date Est. Completed: 3/27/2025

Date Assigned:  
Date Job Completed:

Price List: FLTA8X\_17OCT24  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: MIRABAY\_CLUBHOUSE-FI



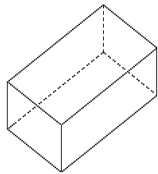
## Rightway Restoration

8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

### MIRABAY\_CLUBHOUSE-FI

#### MIRABAY\_CLUBHOUSE-FI

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
1. Service call - during business hours	1.00 EA		0.00	450.00	0.00	450.00
2. Equipment setup, take down, and monitoring (hourly charge)	60.00 HR		0.00	87.50	0.00	5,250.00
<i>Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings, etc. and/or take down &amp; remove dryers and dehumidifiers.</i>						
<ul style="list-style-type: none"> <li>- 1 hour drive time daily x 30 days during hours</li> <li>- 5 hours equipment set up</li> <li>- 5 hours equipment take down</li> <li>- 20 hours equipment monitoring (1 hour per day)</li> </ul>						
3. General Laborer - per hour	60.00 HR		0.00	85.00	0.00	5,100.00
<i>Note: Technician helper labor hours to assist with documentation, contents, cleaning, and demolition</i>						
4. Cleaning- Supervisory/Admin- per hour	60.00 HR		0.00	128.00	0.00	7,680.00
<i>Note: 2 supervisory hours x 30 days during hours</i>						
5. Tandem axle dump trailer - per load - including dump fees	4.00 EA		310.19	0.00	0.00	1,240.76
6. Add for personal protective equipment - Heavy duty	84.00 EA		0.00	39.81	0.00	3,344.04
<i>Note: PPE for 4 technicians x 21 days</i>						
7. Add for HEPA filter (for canister/backpack vacuums)	8.00 EA		0.00	93.50	0.00	748.00
8. Equipment decontamination charge - per piece of equipment	22.00 EA		0.00	48.45	0.00	1,065.90
9. Scaffolding Setup & Take down - per hour	10.00 HR		0.00	85.00	0.00	850.00
<i>Note: Labor costs associated with setting up, taking down, and moving scaffolding to affected areas of lagoon room to remove ceiling drywall</i>						
10. Scaffold - per section (per week) (2 weeks x 8 sections)	16.00 WK		0.00	97.78	0.00	1,564.48
Total: MIRABAY_CLUBHOUSE-FI					0.00	27,293.18



#### Gym

LxWxH 62' 3 5/8" x 42' 10 13/16" x 10' 7 3/16"

2,230.11 SF Walls	2,672.81 SF Ceiling
4,902.91 SF Walls & Ceiling	2,672.81 SF Floor
296.98 SY Flooring	210.41 LF Floor Perimeter
660.34 SF Long Wall	454.71 SF Short Wall
210.41 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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## Rightway Restoration

8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

### CONTINUED - Gym

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
11. Dehumidifier (per day) - 70-109 ppd - No monitor. (3 DH x 10 days)	30.00 EA		0.00	149.00	0.00	4,470.00
12. Hydroxyl generator - odor counteractant - 3 optics	5.00 DA		0.00	307.39	0.00	1,536.95
13. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit. (3 AS x 10 days)	30.00 DA		0.00	150.87	0.00	4,526.10
14. Add for HEPA filter (for negative air exhaust fan)	4.00 EA		0.00	210.50	0.00	842.00
<i>Note: 2 HEPA filter changes throughout course of dryout</i>						
15. Containment Barrier/Airlock/Decon. Chamber	48.00 SF		0.00	1.55	0.00	74.40
16. Peel & seal zipper - heavy duty	1.00 EA		0.00	18.15	0.00	18.15
17. Containment Barrier - air filter	1.00 EA		16.19	0.00	0.00	16.19
18. Floor protection - cloth - skid resistant, leak proof	2,672.81 SF		2.00	0.00	0.00	5,345.62
19. Content Manipulation charge - per hour	15.00 HR		0.00	85.00	0.00	1,275.00
<i>Note: Labor costs to cover contents and exercise equipment before beginning demolition, and moving contents for cleaning</i>						
20. Protect - Cover with plastic	1,500.00 SF		0.00	0.55	0.00	825.00
21. Tear out crown molding and bag for disposal	210.41 LF		1.85	0.00	0.00	389.26
<i>Note: Removal of quarter round and crown molding</i>						
22. Tear out trim and bag for disposal	210.41 LF		1.69	0.00	0.00	355.59
<i>Note: Removal of quarter round around ceiling</i>						
23. Tear out wet drywall, cleanup, bag - Cat 3	2,672.81 SF		3.17	0.00	0.00	8,472.81
24. Tear out and bag wet insulation - Category 3 water	2,672.81 SF		2.00	0.00	0.00	5,345.62
25. HEPA Vacuuming - Light - (PER SF)	7,575.72 SF		0.00	0.79	0.00	5,984.82
<i>Note: Rough HEPA vacuuming after demolition and before detailed cleaning</i>						
26. Ceiling fan - Detach & reset	3.00 EA		0.00	247.77	0.00	743.31
27. Remove Recessed light fixture	30.00 EA		16.60	0.00	0.00	498.00
28. Heat/AC register - Mechanically attached - Detach & reset	6.00 EA		0.00	20.94	0.00	125.64
29. Cold air return cover - Detach & reset	6.00 EA		0.00	28.59	0.00	171.54
30. Clean cold air return cover	6.00 EA		0.00	14.07	0.00	84.42
31. Clean register - heat / AC	6.00 EA		0.00	9.12	0.00	54.72
32. Clean floor - Heavy	2,672.81 SF		0.00	1.33	0.00	3,554.84

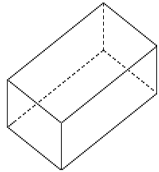


## Rightway Restoration

8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

### CONTINUED - Gym

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
33. Clean roof joist system - Heavy	2,672.81 SF		0.00	3.70	0.00	9,889.40
34. Sand exposed framing - Ceiling	2,672.81 SF		0.00	2.07	0.00	5,532.72
35. Clean affected area - Heavy	7,575.72 SF		0.00	0.95	0.00	7,196.93
<i>Note: Detailed chemical wipe-down of affected room</i>						
36. HEPA Vacuuming - Detailed - (PER SF)	7,575.72 SF		0.00	1.55	0.00	11,742.37
<i>Note: Detailed HEPA vacuuming of entire affected area</i>						
37. Seal the ceiling with fungicidal/bacterial inhibitor - one coat	2,672.81 SF		0.00	2.00	0.00	5,345.62
38. Deodorize building - Hot thermal fog	28,329. CF 29		0.00	0.18	0.00	5,099.27
39. Final cleaning - construction - Commercial	2,672.81 SF		0.00	0.55	0.00	1,470.05
40. Contain Ceiling Cavity	2,672.81 SF		0.00	1.55	0.00	4,142.86
<i>Note: Contain exposed ceiling cavities after cleaning to prevent contamination and liability</i>						
Totals: Gym					0.00	95,129.20



### Exercise Room

LxWxH 22' 10 13/16" x 14' x 10' 8 3/8"

789.54 SF Walls	320.61 SF Ceiling
1,110.16 SF Walls & Ceiling	320.61 SF Floor
35.62 SY Flooring	73.80 LF Floor Perimeter
245.00 SF Long Wall	149.77 SF Short Wall
73.80 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
41. Dehumidifier (per day) - 70-109 ppd - No monitor. (1 DH x 10 days)	10.00 EA		0.00	149.00	0.00	1,490.00
42. Hydroxyl generator - odor counteractant - 3 optics	2.00 DA		0.00	307.39	0.00	614.78
43. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit. (1 AS x 10 days)	10.00 DA		0.00	150.87	0.00	1,508.70
44. Add for HEPA filter (for negative air exhaust fan)	2.00 EA		0.00	210.50	0.00	421.00
<i>Note: 2 HEPA filter changes throughout course of dryout</i>						
45. Containment Barrier/Airlock/Decon. Chamber	48.00 SF		0.00	1.55	0.00	74.40
46. Peel & seal zipper - heavy duty	1.00 EA		0.00	18.15	0.00	18.15



## Rightway Restoration

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### CONTINUED - Exercise Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
47. Containment Barrier - air filter	1.00 EA		16.19	0.00	0.00	16.19
48. Floor protection - cloth - skid resistant, leak proof	320.61 SF		2.00	0.00	0.00	641.22
49. Content Manipulation charge - per hour	10.00 HR		0.00	85.00	0.00	850.00
<i>Note: Labor costs to cover contents and exercise equipment before beginning demolition, and moving contents for cleaning</i>						
50. Protect - Cover with plastic	500.00 SF		0.00	0.55	0.00	275.00
51. Tear out crown molding and bag for disposal	73.80 LF		1.85	0.00	0.00	136.53
<i>Note: Removal of quarter round and crown molding</i>						
52. Tear out trim and bag for disposal	73.80 LF		1.69	0.00	0.00	124.72
<i>Note: Removal of quarter round around ceiling</i>						
53. Tear out wet drywall, cleanup, bag - Cat 3	320.61 SF		3.17	0.00	0.00	1,016.33
54. Tear out and bag wet insulation - Category 3 water	320.61 SF		2.00	0.00	0.00	641.22
55. HEPA Vacuuming - Light - (PER SF)	1,430.77 SF		0.00	0.79	0.00	1,130.31
<i>Note: Rough HEPA vacuuming after demolition and before detailed cleaning</i>						
56. Ceiling fan - Detach & reset	3.00 EA		0.00	247.77	0.00	743.31
57. Clean ceiling fan and light - Heavy	3.00 EA		0.00	60.08	0.00	180.24
58. Remove Recessed light fixture	12.00 EA		16.60	0.00	0.00	199.20
59. Clean recessed light fixture - Heavy	12.00 EA		0.00	22.81	0.00	273.72
60. Heat/AC register - Mechanically attached - Detach & reset	6.00 EA		0.00	20.94	0.00	125.64
61. Cold air return cover - Detach & reset	6.00 EA		0.00	28.59	0.00	171.54
62. Clean cold air return cover	6.00 EA		0.00	14.07	0.00	84.42
63. Clean register - heat / AC	6.00 EA		0.00	9.12	0.00	54.72
64. Clean floor - Heavy	320.61 SF		0.00	1.33	0.00	426.41
65. Clean roof joist system - Heavy	320.61 SF		0.00	3.70	0.00	1,186.26
66. Sand exposed framing - Ceiling	320.61 SF		0.00	2.07	0.00	663.66
67. Clean affected area - Heavy	1,430.77 SF		0.00	0.95	0.00	1,359.23
<i>Note: Detailed chemical wipe-down of affected room</i>						
68. HEPA Vacuuming - Detailed - (PER SF)	1,430.77 SF		0.00	1.55	0.00	2,217.69

*Note: Detailed HEPA vacuuming of entire affected area*

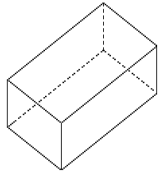


## Rightway Restoration

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### CONTINUED - Exercise Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
69. Seal the ceiling with fungicidal/bacterial inhibitor - one coat	320.61 SF		0.00	2.00	0.00	641.22
70. Deodorize building - Hot thermal fog	3,429.97 CF		0.00	0.18	0.00	617.39
71. Final cleaning - construction - Commercial	320.61 SF		0.00	0.55	0.00	176.34
72. Contain Ceiling Cavity	320.61 SF		0.00	1.55	0.00	496.95
<i>Note: Contain exposed ceiling cavities after cleaning to prevent contamination and liability</i>						
Totals: Exercise Room					0.00	18,576.49



### Lagoon Room

LxWxH 66' 10 13/16" x 22' 4 13/16" x 20'

3,572.07 SF Walls	1,498.64 SF Ceiling
5,070.72 SF Walls & Ceiling	1,498.64 SF Floor
166.52 SY Flooring	178.60 LF Floor Perimeter
1,338.02 SF Long Wall	448.02 SF Short Wall
178.60 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
73. Dehumidifier (per day) - 70-109 ppd - No monitor. (4 DH x 10 days)	40.00 EA		0.00	149.00	0.00	5,960.00
74. Hydroxyl generator - odor counteractant - 3 optics	10.00 DA		0.00	307.39	0.00	3,073.90
75. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit. (4 AS x 10 days)	40.00 DA		0.00	150.87	0.00	6,034.80
76. Add for HEPA filter (for negative air exhaust fan)	8.00 EA		0.00	210.50	0.00	1,684.00
<i>Note: 2 HEPA filter changes throughout course of dryout</i>						
77. Containment Barrier/Airlock/Decon. Chamber	200.00 SF		0.00	1.55	0.00	310.00
78. Peel & seal zipper - heavy duty	4.00 EA		0.00	18.15	0.00	72.60
79. Containment Barrier - air filter	4.00 EA		16.19	0.00	0.00	64.76
80. Floor protection - cloth - skid resistant, leak proof	1,498.64 SF		2.00	0.00	0.00	2,997.28
81. Content Manipulation charge - per hour	12.00 HR		0.00	85.00	0.00	1,020.00
<i>Note: Labor costs to cover contents and move room contents prior to demolition and cleaning</i>						
82. Protect - Cover with plastic	1,000.00 SF		0.00	0.55	0.00	550.00





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### CONTINUED - Lagoon Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
83. Tear out crown molding and bag for disposal	178.60 LF		1.85	0.00	0.00	330.41
<i>Note: Removal of quarter round and crown molding</i>						
84. Tear out trim and bag for disposal	178.60 LF		1.69	0.00	0.00	301.83
<i>Note: Removal of quarter round around ceiling</i>						
85. Tear out wet drywall, cleanup, bag - Cat 3	1,498.64 SF		3.17	0.00	0.00	4,750.69
86. Tear out and bag wet insulation - Category 3 water	1,498.64 SF		2.00	0.00	0.00	2,997.28
87. HEPA Vacuuming - Light - (PER SF)	6,569.36 SF		0.00	0.79	0.00	5,189.79
<i>Note: Rough HEPA vacuuming after demolition and before detailed cleaning</i>						
88. Detach & Reset Chandelier - oversized - Premium grade	3.00 EA	519.74	0.00	0.00	0.00	1,559.22
89. Clean chandelier - above average detail	3.00 EA		0.00	129.38	0.00	388.14
90. Remove Recessed light fixture	24.00 EA		16.60	0.00	0.00	398.40
91. Clean recessed light fixture - Heavy	24.00 EA		0.00	22.81	0.00	547.44
92. Heat/AC register - Mechanically attached - Detach & reset	6.00 EA		0.00	20.94	0.00	125.64
93. Cold air return cover - Detach & reset	6.00 EA		0.00	28.59	0.00	171.54
94. Clean cold air return cover	6.00 EA		0.00	14.07	0.00	84.42
95. Clean register - heat / AC	6.00 EA		0.00	9.12	0.00	54.72
96. Clean floor - Heavy	1,498.64 SF		0.00	1.33	0.00	1,993.19
97. Clean roof joist system - Heavy	1,498.64 SF		0.00	3.70	0.00	5,544.97
98. Sand exposed framing - Ceiling	1,498.64 SF		0.00	2.07	0.00	3,102.18
99. Clean affected area - Heavy	6,569.36 SF		0.00	0.95	0.00	6,240.89
<i>Note: Detailed chemical wipe-down of affected room</i>						
100. HEPA Vacuuming - Detailed - (PER SF)	6,569.36 SF		0.00	1.55	0.00	10,182.51
<i>Note: Detailed HEPA vacuuming of entire affected area</i>						
101. Seal the ceiling with fungicidal/bacterial inhibitor - one coat	1,498.64 SF		0.00	2.00	0.00	2,997.28
102. Deodorize building - Hot thermal fog	29,972.84 CF		0.00	0.18	0.00	5,395.11
103. Final cleaning - construction - Commercial	1,498.64 SF		0.00	0.55	0.00	824.25
104. Contain Ceiling Cavity	1,498.64 SF		0.00	1.55	0.00	2,322.89



## Rightway Restoration

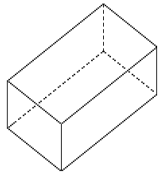
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### CONTINUED - Lagoon Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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*Note: Contain exposed ceiling cavities after cleaning to prevent contamination and liability*

Totals: Lagoon Room 0.00 77,270.13



### Patio

LxWxH 15' x 10' x 8'

400.00 SF Walls	150.00 SF Ceiling
550.00 SF Walls & Ceiling	150.00 SF Floor
16.67 SY Flooring	50.00 LF Floor Perimeter
120.00 SF Long Wall	80.00 SF Short Wall
50.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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105. Tear out non-salv wood paneling & bag - Category 3 water	150.00 SF		7.49	0.00	0.00	1,123.50
106. Clean roof joist system - Heavy	150.00 SF		0.00	3.70	0.00	555.00
107. Sand exposed framing - Ceiling	150.00 SF		0.00	2.07	0.00	310.50
108. Seal the ceiling with fungicidal/bacterial inhibitor - one coat	150.00 SF		0.00	2.00	0.00	300.00
109. Ceiling fan - Detach & reset	3.00 EA		0.00	247.77	0.00	743.31
110. Clean ceiling fan and light - Heavy	3.00 EA		0.00	60.08	0.00	180.24
111. Remove Recessed light fixture	4.00 EA		16.60	0.00	0.00	66.40
112. Clean recessed light fixture - Heavy	4.00 EA		0.00	22.81	0.00	91.24
113. HEPA Vacuuming - Detailed - (PER SF)	150.00 SF		0.00	1.25	0.00	187.50
114. Contain Ceiling Cavity	150.00 SF		0.00	1.55	0.00	232.50

*Note: Contain exposed ceiling cavities after cleaning to prevent contamination and liability*

115. Final cleaning - construction - Commercial	150.00 SF		0.00	0.55	0.00	82.50
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Totals: Patio 0.00 3,872.69

### MIRABAY\_CLUBHOUSE-R

#### MIRABAY\_CLUBHOUSE-R

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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116. Dumpster load - Approx. 30 yards, 5-7 tons of debris	0.75 EA		1,243.85	0.00	0.00	932.89
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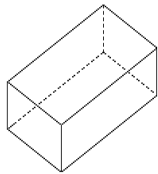


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### CONTINUED - MIRABAY\_CLUBHOUSE-R

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
117. Scaffolding Setup & Take down - per hour	16.00 HR		0.00	85.00	0.00	1,360.00
<i>Note: Labor costs associated with setting up, taking down, and moving scaffolding to affected areas of lagoon room for painting</i>						
118. Scaffold - per section (per week) (8 weeks x 8 sections)	64.00 WK		0.00	97.78	0.00	6,257.92
119. Scissor lift - 20' platform height (per day)	30.00 DA		0.00	257.29	0.00	7,718.70
120. General Laborer - per hour	200.00 HR		0.00	85.00	0.00	17,000.00
<i>Laborer necessary to carry materials to dumpsters, assist with bringing materials from work vehicles to jobsite, drive time and fuel costs associated with picking up materials from store, hoisting materials onto scaffolding, moving ladders and construction materials throughout jobsite over the course of repairs, additional labor costs associated with delayed speed of work resulting from contents in gym and exercise room being anchored into floor and difficult to remove.</i>						
121. Commercial Supervision / Project Management - per hour	160.00 HR		0.00	150.00	0.00	24,000.00
<i>Superintendent/Project Manager used to manage commercial jobs where Supervision/Project Management is needed to coordinate the work of sub-contractors, or to perform other project management duties. Full-time Supervision/Project Management may be typical on larger commercial projects where the number of sub-contractors and trades justifies the need. A Superintendent/Project Manager may complete tasks such as, but not limited to, creating/maintaining project schedules, coordinating/meeting trades, ordering materials, inspecting job sites, obtaining permits, meeting with inspectors, etc.</i>						
122. Taxes, insurance, permits & fees (Bid Item)	1.00 EA		0.00	1,830.00	0.00	1,830.00
<i>Note: Permit fees, labor to file and obtain necessary permits and inspections</i>						
Total: MIRABAY_CLUBHOUSE-R					0.00	59,099.51



### Gym

LxWxH 62' 3 5/8" x 42' 10 13/16" x 10' 7 3/16"

2,230.11 SF Walls	2,672.81 SF Ceiling
4,902.91 SF Walls & Ceiling	2,672.81 SF Floor
296.98 SY Flooring	210.41 LF Floor Perimeter
660.34 SF Long Wall	454.71 SF Short Wall
210.41 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
123. Floor protection - cloth - skid resistant, leak proof	2,672.81 SF		2.00	0.00	0.00	5,345.62
124. Content Manipulation charge - per hour	16.00 HR		0.00	85.00	0.00	1,360.00
<i>Note: Labor costs to reset contents after reconstruction and painting</i>						
125. Install Ceiling fan - reset	3.00 EA		0.00	369.16	0.00	1,107.48
126. Clean recessed light fixture - Heavy	30.00 EA		0.00	27.37	0.00	821.10



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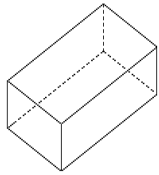
### CONTINUED - Gym

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
127. Clean window unit (per side) 21 - 40 SF	14.00 EA		0.00	39.05	0.00	546.70
128. Install Recessed light fixture	30.00 EA		0.00	153.60	0.00	4,608.00
129. Heat/AC register - Mechanically attached - reset	6.00 EA		0.00	25.13	0.00	150.78
130. Cold air return cover - reset	6.00 EA		0.00	34.31	0.00	205.86
131. 5/8" drywall - hung, taped, with smooth wall finish	2,672.81 SF		0.00	7.94	0.00	21,222.11
132. Tape joint for new to existing drywall - per LF	210.41 LF		0.00	16.55	0.00	3,482.29
133. Blown-in insulation - 10" depth - R26	2,672.81 SF		0.00	2.06	0.00	5,505.99
134. Texture drywall - smooth / skim coat	2,672.81 SF		0.00	3.32	0.00	8,873.73
135. Mask the walls per square foot - plastic and tape - 4 mil	2,230.11 SF		0.00	0.75	0.00	1,672.58
136. Mask and prep for paint - plastic, paper, tape (per LF)	210.41 LF		0.00	2.69	0.00	566.00
137. Seal the ceiling w/latex based stain blocker - one coat	2,672.81 SF		0.00	1.19	0.00	3,180.64
138. Paint the ceiling - two coats	2,672.81 SF		0.00	1.97	0.00	5,265.44
139. Paint the walls - one coat	2,230.11 SF		0.00	1.33	0.00	2,966.05
140. Crown molding - 5 1/4"	210.41 LF		0.00	11.17	0.00	2,350.28
141. Quarter round - 3/4" - hardwood	210.41 LF		0.00	4.51	0.00	948.95
142. Seal (1 coat) & paint (1 coat) trim	210.41 LF		0.00	2.84	0.00	597.56
143. Seal (1 coat) & paint (2 coats) crown molding, oversized	210.41 LF		0.00	4.74	0.00	997.34
144. Baseboard - 5 1/4"	40.00 LF		0.00	9.13	0.00	365.20
<i>Note: Replace baseboards in office</i>						
145. Seal (1 coat) & paint (2 coats) baseboard, oversized	40.00 LF		0.00	4.61	0.00	184.40
146. 1/2" - drywall per LF - up to 2' tall	20.00 LF		0.00	22.70	0.00	454.00
<i>Note: replace drywall in office and men/s bathroom</i>						
147. Final cleaning - construction - Commercial	2,672.81 SF		0.00	2.33	0.00	6,227.65
148. Contents Cleaning Technician - per hour	16.00 HR		0.00	85.00	0.00	1,360.00
<i>Note: additional labor costs to clean construction dust from exercise equipment and contents after rebuild is complete</i>						
Totals: Gym					0.00	80,365.75



## Rightway Restoration

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### Exercise Room

**LxWxH 22' 10 13/16" x 14' x 10' 8 3/8"**

789.54 SF Walls	320.61 SF Ceiling
1,110.16 SF Walls & Ceiling	320.61 SF Floor
35.62 SY Flooring	73.80 LF Floor Perimeter
245.00 SF Long Wall	149.77 SF Short Wall
73.80 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
149. Floor protection - cloth - skid resistant, leak proof	320.61 SF		2.00	0.00	0.00	641.22
150. Contents Cleaning Technician - per hour	16.00 HR		0.00	85.00	0.00	1,360.00
<i>Note: additional labor costs to clean construction dust from exercise equipment and contents after rebuild is complete</i>						
151. Content Manipulation charge - per hour	16.00 HR		0.00	85.00	0.00	1,360.00
<i>Note: Labor costs to reset and wipe down contents after reconstruction and painting</i>						
152. Install Ceiling fan - reset	3.00 EA		0.00	369.16	0.00	1,107.48
153. Install Recessed light fixture	12.00 EA		0.00	153.60	0.00	1,843.20
154. Clean recessed light fixture - Heavy	12.00 EA		0.00	27.37	0.00	328.44
155. Clean window unit (per side) 21 - 40 SF	5.00 EA		0.00	39.05	0.00	195.25
156. Install Heat/AC register - Mechanically attached - reset	6.00 EA		0.00	27.22	0.00	163.32
157. Install Cold air return cover - reset	6.00 EA		0.00	37.17	0.00	223.02
158. 5/8" drywall - hung, taped, with smooth wall finish	320.61 SF		0.00	7.94	0.00	2,545.64
159. Tape joint for new to existing drywall - per LF	73.80 LF		0.00	16.55	0.00	1,221.39
160. Blown-in insulation - 10" depth - R26	320.61 SF		0.00	2.06	0.00	660.46
161. Texture drywall - smooth / skim coat	320.61 SF		0.00	3.32	0.00	1,064.43
162. Mask the walls per square foot - plastic and tape - 4 mil	789.54 SF		0.00	0.75	0.00	592.16
163. Mask and prep for paint - plastic, paper, tape (per LF)	73.80 LF		0.00	2.69	0.00	198.52
164. Seal the ceiling w/latex based stain blocker - one coat	320.61 SF		0.00	1.19	0.00	381.53
165. Paint the ceiling - two coats	320.61 SF		0.00	1.97	0.00	631.60
166. Paint the walls - one coat	789.54 SF		0.00	1.33	0.00	1,050.09
167. Crown molding - 5 1/4"	73.80 LF		0.00	11.17	0.00	824.35

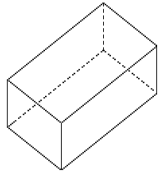


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### CONTINUED - Exercise Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
168. Quarter round - 3/4" - hardwood	73.80 LF		0.00	4.51	0.00	332.84
169. Seal (1 coat) & paint (1 coat) trim	73.80 LF		0.00	2.84	0.00	209.59
170. Seal (1 coat) & paint (2 coats) crown molding, oversized	73.80 LF		0.00	4.74	0.00	349.81
171. Final cleaning - construction - Commercial	320.61 SF		0.00	2.33	0.00	747.02
Totals: Exercise Room					0.00	18,031.36



### Lagoon Room

**LxWxH 66' 10 13/16" x 22' 4 13/16" x 20'**

3,572.07 SF Walls	1,498.64 SF Ceiling
5,070.72 SF Walls & Ceiling	1,498.64 SF Floor
166.52 SY Flooring	178.60 LF Floor Perimeter
1,338.02 SF Long Wall	448.02 SF Short Wall
178.60 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
172. Floor protection - cloth - skid resistant, leak proof	1,498.64 SF		2.00	0.00	0.00	2,997.28
173. Contents Cleaning Technician - per hour	12.00 HR		0.00	85.00	0.00	1,020.00
<i>Note: labor costs to clean contents before placing back inside room after reconstruction</i>						
174. Content Manipulation charge - per hour	16.00 HR		0.00	85.00	0.00	1,360.00
<i>Note: Labor costs to reset contents after cleaning and reconstruction</i>						
175. Install Chandelier - oversized - Premium grade	4.00 EA		0.00	571.17	0.00	2,284.68
176. Install Recessed light fixture	24.00 EA		0.00	153.60	0.00	3,686.40
177. Clean recessed light fixture - Heavy	24.00 EA		0.00	27.37	0.00	656.88
178. Clean window unit (per side) 21 - 40 SF	25.00 EA		0.00	39.05	0.00	976.25
179. Install Heat/AC register - Mechanically attached - Detach & reset	12.00 EA		0.00	27.22	0.00	326.64
180. Install Cold air return cover - Detach & reset	12.00 EA		0.00	37.17	0.00	446.04
181. 5/8" drywall - hung, taped, with smooth wall finish	1,498.64 SF		0.00	7.94	0.00	11,899.20
182. Tape joint for new to existing drywall - per LF	178.60 LF		0.00	16.55	0.00	2,955.83

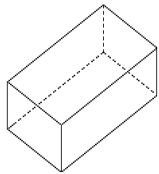


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### CONTINUED - Lagoon Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
183. Blown-in insulation - 10" depth - R26	1,498.64 SF		0.00	2.06	0.00	3,087.20
184. Additional cost for high wall or ceiling drywall - over 14' to 20'	1,498.64 SF		0.00	4.28	0.00	6,414.18
185. Texture drywall - smooth / skim coat	1,498.64 SF		0.00	3.32	0.00	4,975.48
186. Window Treatments Installer - per hour	12.00 HR		0.00	105.54	0.00	1,266.48
<i>Detach and reset curtains for painting and drywall installation</i>						
187. Mask the walls per square foot - plastic and tape - 4 mil	3,572.07 SF		0.00	0.75	0.00	2,679.05
188. Mask and prep for paint - plastic, paper, tape (per LF)	178.60 LF		0.00	2.69	0.00	480.43
189. Seal the ceiling w/latex based stain blocker - one coat	1,498.64 SF		0.00	1.19	0.00	1,783.38
190. Paint the ceiling - two coats	1,498.64 SF		0.00	1.97	0.00	2,952.32
191. Seal (1 coat) & paint (1 coat) trim	178.60 LF		0.00	2.84	0.00	507.22
192. Paint the walls and ceiling - one coat - 2 colors	5,070.72 SF		0.00	2.15	0.00	10,902.05
193. Additional cost for high wall or ceiling painting - Over 14'	2,906.64 SF		0.00	2.83	0.00	8,225.79
194. Final cleaning - construction - Commercial	1,498.64 SF		0.00	2.33	0.00	3,491.83
Totals: Lagoon Room					0.00	75,374.61



### Patio

LxWxH 15' x 10' x 8'

400.00 SF Walls	150.00 SF Ceiling
550.00 SF Walls & Ceiling	150.00 SF Floor
16.67 SY Flooring	50.00 LF Floor Perimeter
120.00 SF Long Wall	80.00 SF Short Wall
50.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
195. Floor protection - cloth - skid resistant, leak proof	150.00 SF		2.00	0.00	0.00	300.00
196. Special paneling - hardwood feature ceiling	150.00 SF		0.00	47.02	0.00	7,053.00
197. Stain and finish wood paneling	150.00 SF		0.00	9.53	0.00	1,429.50
198. Mask and prep for paint - plastic, paper, tape (per LF)	50.00 LF		0.00	2.69	0.00	134.50



## Rightway Restoration

8270 Woodland Center Blvd.  
Tampa, FL 33614  
(813) 361-0655  
info@rightwayrestoration.com

### CONTINUED - Patio

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
199. Install Ceiling fan & light - High grade	3.00 EA		0.00	369.16	0.00	1,107.48
200. Install Recessed light fixture	4.00 EA		0.00	153.60	0.00	614.40
201. Clean recessed light fixture - Heavy	4.00 EA		0.00	27.37	0.00	109.48
202. Final cleaning - construction - Commercial	150.00 SF		0.00	2.33	0.00	349.50
Totals: Patio					0.00	11,097.86
Total: MIRABAY_CLUBHOUSE-R					0.00	243,969.09

### Discounts

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
203. Discount	1.00 EA		0.00	-67,916.61	0.00	-67,916.61
Totals: Discounts					0.00	-67,916.61
Line Item Totals: MIRABAY_CLUBHOUSE-FI					0.00	398,194.17

### Grand Total Areas:

13,983.45 SF Walls	9,284.12 SF Ceiling	23,267.57 SF Walls and Ceiling
9,284.12 SF Floor	1,031.57 SY Flooring	1,025.62 LF Floor Perimeter
4,726.72 SF Long Wall	2,265.01 SF Short Wall	1,025.62 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





## Rightway Restoration

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8270 Woodland Center Blvd.  
 Tampa, FL 33614  
 (813) 361-0655  
 info@rightwayrestoration.com

### Summary

Line Item Total	398,194.17
<b>Replacement Cost Value</b>	<b>\$398,194.17</b>
<b>Net Claim</b>	<b>\$398,194.17</b>

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Rightway Restoration

## **RIGHTWAY RESTORATION SERVICES CONTRACT, WORK AUTHORIZATION, AND PAYMENT AGREEMENT**

This Services Contract, Work Authorization, and Payment Agreement ("Agreement") is entered into on 4/21/2025 by and between:

**Client Name:** Harbor Bay Community Development District

**Address:** 4530 Eagle Falls Place, Tampa, FL 33619

**Phone:** (813) 344-4844

**Email:** fieldops@mirabayclub.com

AND

**Rightway Restoration Inc.**

**Address:** 8270 Woodland Center Blvd, Tampa, FL 33614

**Phone:** (813) 361-0655

**Email:** info@rightwayrestoration.com

### **1. Scope of Services**

Rightway Restoration agrees to perform the following services ("Services") for the Client:

- Water dryout
- Mold remediation
- Drywall put-back and finishing
- [Other services as specified in the Work Plan]

### **2. Work Plan**

A detailed Work Plan outlining the specific tasks, timelines, and materials required for the Services will be provided to the Client. The Work Plan forms an integral part of this Agreement.

### **3. Work Authorization**

The Client hereby authorizes Rightway Restoration to proceed with the Services as outlined in the Work Plan. The Client acknowledges that they have reviewed and approved the Work Plan and understand the scope of work to be performed.

#### **4. Non-Compliance Acknowledgment**

In the event that the Client does not agree to the full scope of the Work Plan but still wishes to proceed with the Services, the Client must complete and sign a Non-Compliance Agreement, which will outline the specific aspects of the Work Plan that are not being followed and acknowledge the associated risks.

#### **5. Term**

The Services shall commence on 5/19/25 and are expected to be completed by 6/30/25, unless otherwise agreed upon in writing by both parties. Any delays or changes to the timeline will be communicated promptly.

#### **6. Payment Terms**

The total cost for the Services is \$398,194.17

- **Deposit:** A deposit of \$199,097.08 is due upon signing this Agreement.
- **Final Payment:** The final payment of \$199,097.08 is due upon completion of the Services and final inspection by the Client.

#### **7. Additional Costs**

Any additional costs incurred due to changes in the scope of work, unforeseen conditions, or client requests for additional services will be communicated in writing and must be approved by the Client before proceeding.

#### **8. Client Responsibilities**

The Client agrees to:

- Provide access to the property as needed for Rightway Restoration to perform the Services.
- Remove or protect personal property from areas where Services will be performed.
- Notify Rightway Restoration of any known hazards, such as asbestos, lead paint, or other environmental concerns.

#### **9. Warranties and Guarantees**

Rightway Restoration warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards. Any defects in workmanship will be corrected at no additional cost to the Client, provided they are reported within [Warranty Period, e.g., 12 months] of completion.

#### **10. Limitation of Liability**

Rightway Restoration shall not be liable for any damages or losses beyond the scope of the Services, including but not limited to consequential damages, unless caused by gross negligence or willful misconduct.

**10.1.** Rightway Restoration shall not be responsible or liable for any damages, problems, or liabilities relating in any way to materials, defects, or issues that were not worked upon by Rightway Restoration.

**10.2.** This includes, but is not limited to, pre-existing conditions, materials or workmanship provided by others, and any latent defects not discovered during the performance of the Services.

## **11. Termination**

Either party may terminate this Agreement with written notice if the other party materially breaches the terms of this Agreement. In the event of termination, the Client shall pay for all Services rendered up to the date of termination.

## **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **13. Customer Indemnification**

**13.1.** Customer agrees to indemnify and hold harmless Rightway Restoration and its managers, employees, agents, successors, and assigns from and against any and all liabilities, losses, penalties, fines, claims, costs, and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of:

- Bodily injuries (including death) or property damage,
- Violation or alleged violation of statutes, ordinances, laws, orders, rules, or regulations,

to the extent caused by the Customer's breach of this Agreement or by the negligent act, negligent omission, or willful misconduct of the Customer or its employees, agents, or contractors in the performance of this Agreement.

**13.2.** This indemnification obligation shall survive the termination or expiration of this Agreement and shall apply to any claim or liability occurring or arising prior to such termination or expiration.

## **14. Waiver of Consequential and Punitive Damages**

**14.1.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE, AND ALL SUCH CLAIMS ARE HEREBY WAIVED.

14.2. This waiver includes, but is not limited to, any loss of profits, loss of business opportunities, or other economic loss that may arise from the performance or non-performance of this Agreement.

### **16. Entire Agreement**

This Agreement, including the Work Plan and any attached documents, constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

### **16. Signatures**

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions of this Agreement.

**Client Name:** \_\_\_\_\_

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

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

### **Rightway Restoration Representative:**

Name: \_\_\_\_\_

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

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

# SECTION IV

## Subsection L



## Governmental Management Services

*Serving Florida's New Communities*

June 23<sup>rd</sup>, 2025

[via email: seat2@harborbaycdd.org](mailto:seat2@harborbaycdd.org)

Daniel Leventry, Chairman, Seat #2  
Harbor Bay Community Development District  
4530 Eagle Falls Place  
Tampa, Florida 33619

Dear Chairman Leventry:

This letter serves as formal notice that Governmental Management Services-Tampa, LLC ("GMS") is exercising its right to terminate the District Management Agreement with the Harbor Bay Community Development District (the "District"), originally dated February 17<sup>th</sup>, 2022. This decision was communicated verbally at the Board meeting held on June 19<sup>th</sup>, 2025.

Additionally, GMS will be terminating the Amenity Center Management Services and Grounds Maintenance Management Services Agreement with the District, dated October 1<sup>st</sup>, 2024.

In accordance with the terms of the District Management Agreement, GMS is providing 60 days' written notice, and in accordance with the Amenity Center Agreement, 45 days' written notice. As such, GMS's final day of service will be the close of business on Monday, August 18<sup>th</sup>, 2025.

GMS deeply values our employees. Accordingly, effective immediately, Jason Greenwood [ (813) 344-4844 x 103 ] will assume District Manager responsibilities for the District during this transition period, with support from Amanda Ferguson to ensure a seamless transition.

GMS would like to thank the Chairman and the Board of Supervisors for the opportunity to provide District and Amenity Management Services. We wish you well in the future, and GMS stands ready to aid in transitioning services to your new provider(s).

Sincerely,

Darrin Mossing  
President, [DMossing@gmstnn.com](mailto:DMossing@gmstnn.com)  
(865) 603-5101 Mobile

CC: Michelle Reiss, District Counsel, [mreiss@appletonreiss.com](mailto:mreiss@appletonreiss.com)  
Michael Rodriguez, Seat #1, [mrodriguez.mirabay777@gmail.com](mailto:mrodriguez.mirabay777@gmail.com)  
Dean Walters, Seat #3, [DeanL.WaltersforHarborBayCDD@pm.me](mailto:DeanL.WaltersforHarborBayCDD@pm.me)  
Tim Nargi, Seat #4, [Timmnargicdd@gmail.com](mailto:Timmnargicdd@gmail.com)  
Steve Finley, Seat #5, [Seat5@harborbaycdd.org](mailto:Seat5@harborbaycdd.org)  
Keith Nelson, Chief Operating Officer, [KNelson@gms-tampa.com](mailto:KNelson@gms-tampa.com)  
Jason Greenwood, GMS-Tampa Managing Partner, [JGreenwood@gms-tampa.com](mailto:JGreenwood@gms-tampa.com)  
Amanda Ferguson, Harbor Bay District Manager, [AFerguson@gms-tampa.com](mailto:AFerguson@gms-tampa.com)  
Kurt Zimmerman, GMS Registered Agent, [Kurt@zimmermanlaw.com](mailto:Kurt@zimmermanlaw.com)

GMS Letter of Resignation Harbor Bay CDD - Sent 2025-06-23.docx

# SECTION IV

## Subsection O



**From:** David Despard <[daviddespard@yahoo.com](mailto:daviddespard@yahoo.com)>  
**Sent:** Tuesday, July 1, 2025 11:48 AM  
**To:** MiraBay Club Field Operations <[fieldops@mirabayclub.com](mailto:fieldops@mirabayclub.com)>  
**Subject:** Despard racquet sports monthly report 7-1-25

Hey mark I figured this was easier in an email so we both are on the same page:

**Items needed:**

**magic erasers for nets**

Round up weed killer for weeds near fence

We have received a quote from bill king (Welch tennis) regarding **LINE TAPE INSTALLATION PROPOSAL on 6/24/25**. Bill is waiting on our approval to set up a date to start replacement on tattered baselines.

**Windscreens behind courts 3-4 are in need of replacement.**

**Posts for shade structures are in need of a fresh coat of paint**

**AED at tennis courts has not been inspected since 9/9/24.**

**Algae on courts is being removed and treated daily. With the amount of rain we have had it's a constant battle. Drain pipes have been cleaned and are properly removing excess water. Irrigation system filters are clean and after consulting with multiple experts in the tennis industry are functioning properly.**

**-David Despard**



















**AGREEMENT BETWEEN HARBOR BAY COMMUNITY DEVELOPMENT  
DISTRICT AND DAVID DESPARD**

This agreement ("**Agreement**") is made and entered into as of this 2nd day of January, 2024, by and between:

**Harbor Bay Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 4648 Eagle Falls Place, Tampa, FL 33619 ("**District**"); and

**DESPARD RACQUET SPORTS, LLC**, a limited liability company, whose mailing address is 3624 Summerwind Circle, Bradenton, FL 34209 ("**Contractor**") and, together with the District, the "**Parties**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure within the boundaries of the District; and

**WHEREAS**, the District owns and maintains certain real property;

**WHEREAS**, the District seeks to retain an independent contractor to provide tennis court maintenance services; and

**WHEREAS**, Contractor represents that it is qualified to perform such services and has agreed to provide to the District those services identified in this Agreement and in the estimate dated November 18, 2024 which is attached hereto and incorporated herein by this reference as **Exhibit A ("Services")**; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows.

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A.** Contractor will provide the Services, which shall include the provision of all

materials, equipment, labor, and services necessary for tennis court maintenance, including daily and monthly maintenance as well as hurricane and storm preparation and clean up, as further set forth in Exhibit A. Contractor shall be solely responsible for the means, manner and methods by which the Services and its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor acknowledges that it has visited the Premises, has adequately investigated the nature and conditions of the Premises and locality, is familiar with all of the existing conditions that may affect the Work, and has entered into this contract based on its own examination, investigation and evaluation. Contractor shall report directly to the Program Operations Manager.

**B.** Contractor shall perform the Services in a professional, neat and workmanlike manner and in accordance with any District specifications. In the event the District, in its sole determination, determines that the Services performed by the Contractor are not satisfactory, Contractor shall cure the unsatisfactory Services to the satisfaction of the District within five (5) days of receipt of notice from the District.

**C.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities within a reasonable period of time; however, Contractor shall provide written notice to the District of any repairs that are anticipated to take longer than seventy-two (72) hours to repair. If Contractor fails to repair any damage within fourteen (14) days, or such additional time as agreed by the District, the District may have the damages repaired and charge the cost to the Contractor or deduct the cost from any amounts due to the Contractor.

**D.** Contractor shall take all necessary precautions to keep the Premises free of safety hazards, and shall protect all materials and equipment from loss and damage, including theft and damage by weather. Contractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Services is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

**E.** Contractor agrees to comply with all federal, state and local laws, codes and regulations and all municipal laws, building codes, ordinances and regulations, in force at the commencement of the Services, applicable to the Services to be performed under this Agreement and to obtain at its own expense all licenses necessary for the performance of the Services. Contractor shall pay all taxes, assessments and premiums under the Federal Social Security Act, any applicable Unemployment Insurance, Workmen's Compensation Act, Sales Tax, Use Tax, Personal Property Taxes or other applicable taxes or assessments now or hereafter in effect and payable by reason of or in connection with any part of the Services.

**F.** Contractor shall keep the Premises free and clear from all liens and charges arising out of the Services, including materialmen's, laborers' and mechanics' liens, and shall give the District prompt written notice of actual and prospective claims of any such liens or charges known to Contractor.

**G.** Contractor shall be solely responsible for compliance with all requirements of



Section 556.101, Florida Statutes, known as Florida's Underground Facility Damage Protection and Safety Act (UFDPSA), and shall comply with same prior to any excavation activities associated with the installation. Contractor shall be strictly liable for any damages occurring to any underground facilities, or to any surface area improvements, by reason of its failure to comply with such procedures.

**SECTION 3. TERM.** The term of the Agreement shall be two years commencing on December 1, 2024 and terminating on November 30, 2026, unless sooner terminated or renewed as provided herein. The Agreement may be renewed annually for additional one-year terms upon written agreement of the Parties. This Agreement may be terminated by either party with or without cause upon sixty (60) days written notice to the other party. In the event of termination, the Contractor shall be paid for services provided through the date of termination, less any amounts due to the District as provided herein.

**SECTION 4. COMPENSATION.** The District agrees to pay the Contractor a total amount not to exceed **Thirty-three Thousand Nine Hundred and Ninety-six Dollars and Zero Cents (\$33,996.00)**, plus reimbursement for approved purchases, during the term of this Agreement. This compensation includes all materials, supplies and labor necessary to complete the Services as provided herein and in **Exhibit A**. Payment shall be made to the Contractor in monthly installments of **\$2,833.00** per month following receipt of a properly completed invoice and such supporting documentation as the District may reasonably request. Contractor shall also be reimbursed for purchase of supplies and materials needed to maintain the tennis courts which are preapproved by the District Manager or Director of Operations prior to purchase. Contractor shall submit a detailed invoice and supporting documentation for reimbursement of approved purchases. All invoices must be submitted within 30 days following the end of the month within which the Services were provided or purchases made. All invoices that are timely submitted shall be paid within 45 days of the District's receipt of the invoice and supporting documentation. Invoices which are not paid timely shall be subject to interest in accordance with Fla. Stat. 218.74.

**SECTION 5. WARRANTY.** Contractor warrants to the District that all Services, materials, and supplies shall be of good quality, free from faults and defects, fit for intended use, and will conform to best industry standards and practices in a manner consistent with the best interests of the District. If any of the materials, supplies or Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct, remove and replace same promptly, but in no event longer than 10 days, after receipt of notice from the District. Contractor shall correct and pay any other damage resulting therefrom to District property or the property.

**SECTION 6. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or

create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 7. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit
	\$1,000,000

Contractor shall provide to District prior to the commencement of any performance under this Agreement a certificate naming the District, its supervisors, officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District.

#### **SECTION 8. INDEMNIFICATION.**

**A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, managers, representatives, agents, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, arising out of or relating to this Agreement or the performance of Services hereunder, or any negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

**C.** Contractor agrees to assume the entire liability for all claims of personal injury and wrongful death suffered by its own employees asserted by persons allegedly injured in connection with the Work, and hereby waives any limitation of liability whatsoever, including but not limited to limitations based upon the Workers' Compensation Act. Contractor agrees to indemnify, hold harmless and defend the District and its respective supervisors, staff, managers, agents, contractors and employees from and against any and all loss, expense, damage or injury, including court costs and reasonable fees of counsel sustained as a result of all such claims of personal injury and wrongful death.

**D.** Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other law or statute.

**SECTION 9. AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. Exhibit A attached hereto and incorporated herein for the sole purpose of providing a description of the Services. The terms of this Agreement shall be deemed to control over the terms of Exhibit A.

**SECTION 10. AMENDMENTS.** No amendment, modification, waiver, termination or rescission of this Agreement or any provision of this Agreement shall be valid or binding on the District or the Contractor unless in writing and executed by both Parties hereto.

**SECTION 11. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 12. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to Contractor**

Despard Racquet Sports, LLC  
c/o David Despard  
3624 Summerwind Circle  
Bradenton, FL 34209

**B. If to District:**

Harbor Bay Community Development District  
4648 Eagle Falls Place  
Tampa, FL 33619  
Attention: District Manager

**With a copy to:**

Appleton Reiss, PLLC  
215 N. Howard Ave. Ste. 200  
Tampa, FL 33606  
Attn: Michelle Reiss, District Counsel

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 Contractor may deliver Notices on behalf of the District and the Contractor. 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 in this Agreement.

**SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of 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 or other entity other than the Parties hereto 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 Contractor and their respective representatives, successors, and assigns.

**SECTION 15. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, appellate, and post judgment proceedings.

**SECTION 16. CONTROLLING LAW AND VENUE.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Jurisdiction and venue for all actions and disputes arising under or related to this Agreement shall be Hillsborough County, Florida.

**SECTION 17. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jordan Lansford ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the 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 contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor 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 Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY PHONE AT 813-344-4844 EXT. 106, BY EMAIL AT JLANSFORD@GMS-TAMPA.COM, OR BY MAIL AT 4648 EAGLE FALLS PLACE, TAMPA, FL 33619.**

**SECTION 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.

**SECTION 19. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same Agreement. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 21. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 22. EMPLOYMENT VERIFICATION.** Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**SECTION 23. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor 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. Contractor 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 Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor 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 Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 24. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 25. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor shall execute an affidavit, attached hereto as Exhibit B and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

**[signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

**HARBOR BAY COMMUNITY  
DEVELOPMENT DISTRICT**

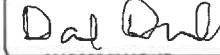
Signed by:



Chair, Board of Supervisors

**DESPARD RACQUET SPORTS, LLC**

Signed by:



David Despard, Owner/Authorized Member

**Exhibit A:** Scope of Services

**Exhibit B:** Anti-Human Trafficking Contractor Affidavit

**EXHIBIT A**  
**Scope of Services**



**Despard<sup>243</sup>Tennis****585.747.2590****DAVIDDESPARD@YAHOO.COM****LOCAL NEGOTIATED RATE AGREEMENT**

ORGANIZATION:	<b>Harbor Bay CDD</b>			TODAY'S DATE:	<b>December 3, 2024</b>
CONTACT:	<b>Mario DiStefano</b>			CODE:	
ADDRESS:	<b>4530 Eagle Falls Place</b>				
CITY:	<b>Tampa</b>	STATE:	<b>FL</b>	ZIP:	<b>33619</b>
PHONE:				FAX:	
EMAIL:	<b>mdistefano@gms-tampa.com</b>				

**Terms:** Rate(s) valid from December 1, 2024 to November 30, 2026. Termination of contract from either party must be provided in writing a minimum of 90 days in advance.

**Rate**

Monthly rate for service of courts at Mira Bay of \$2,833

**Payment**

Invoices will be provided on the 1<sup>st</sup> and 15<sup>th</sup> of the month with payment due within 40 days of the invoice date. Late fee of \$15 per day will apply for any late payments.

**Services Provided**

- Daily Court Maintenance
  - Cleaning of pavilion area
  - Sweeping and lining of all courts
  - Rolling lines as needed to ensure safe playing conditions
  - Addition of clay as needed
  - Rehanging of fallen windscreens
  - Weekly court inspection
  - Bi-weekly ball machine cleaning and maintenance
- Monthly Maintenance
  - Water filters inspected and cleaned as needed
  - Drainage panels between courts inspected and cleaned as needed
- Hurricane/Storm Prep and Clean Up
  - Prepare windscreens for high winds
  - Ensure no objects remain on the courts
  - Clean up courts post-storm to ensure safe playing conditions

\*\*\*\*\*All supplies and materials needed to maintain the tennis courts will be provided by the District. Any items purchased by Despard Tennis in regards to court maintenance will be incorporated in the bi-monthly invoice and reimbursed by the District.\*\*\*\*\*

**Confidentiality**

Each Party agrees to keep the Confidential Information/Agreement confidential and not use or disclose it to any third party for any reason without consent from each party.

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

Signed: David Despard Date: 11/18/24  
**Despard Tennis**

\*In order to execute this agreement, please sign and return to Despard Tennis at daviddespard@yahoo.com.

**EXHIBIT B**  
**ANTI-HUMAN TRAFFICKING CONTRACTOR AFFIDAVIT**

I, David Despard, as Despard Racquet Sports on behalf of DESPARD RACQUET SPORTS, LLC, a limited liability company (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not engage in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: December 11, 2024.

FURTHER AFFIANT SAYETH NAUGHT.

DESPARD RACQUET SPORTS LLC

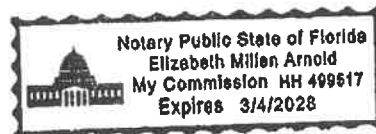
David Despard  
 David Despard, Owner/Authorized Member

STATE OF FLORIDA  
 COUNTY OF ~~HILLSBOROUGH~~ Manatee

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by David Despard as Owner/Authorized Member of Despard Racquet Sports LLC, who is personally known to me or who produced \_\_\_\_\_ as identification this 11th day of December 2024.

(Notary Seal)

Elizabeth Millen Arnold  
 Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Correll Insurance Group of Hilton Head PO Box 6869  Hilton Head Island SC 29938	<b>CONTACT NAME:</b> Michele Reitz <b>PHONE (A/C No, Ext):</b> (843) 785-7733 <b>FAX (A/C No):</b> <b>E-MAIL ADDRESS:</b> mreitz@correllhhi.com														
<b>INSURED</b> Professional Tennis Registry, Inc. Professional Pickleball Registry, Inc. Professional Platform Tennis Registry, Inc. PO Box 2516 Zephyr Hills FL 33539	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity</td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity	18058	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 2024-2025 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2584296	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB875223	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: 1009 Job Type: ]

59889 - Certificate Holder is listed as Additional Insured # 1009 with respect to Member # 59889 - David Despard , 3624 Summerwind Circle , Bradenton FL 34209

**CERTIFICATE HOLDER****CANCELLATION**

Harbor Bay CDD 4530 Eagle Falls Place  Tampa FL 33619	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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# SECTION IV

## Subsection P

### Hurricane Restoration Proposal #5: \$49,700.00

28. Removal and disposal of 6 declining and damaged Ligustrum. Replace with 6 Chinese Fan Palms 10-12' height, single or multi-stemmed. Install 60 Taiwanese Dwarf Red Ixora 3 gallon, 20 cubic yards of Mulch and repair Irrigation system. This area is located by the retention pond of Mirabay Blvd. and Tybee Island Drive. \$6,700.00

29. Removal and disposal of 11 declining and damaged Ligustrum. Replace with 11 Chinese Fan Palms 10-12' height, single or multi-stemmed. Install 200 Taiwanese Dwarf Red Ixora 3 gallon, 20 cubic yards of Mulch and repair Irrigation system. Installation of 2,400 square feet of Celebration Bermuda sod and fill dirt with grading. This area is located by the Retention Pond Southeast of the Mirabay Blvd. roundabout. \$19,050.00

30. Removal and disposal of 11 declining and damaged Ligustrum. Replace with 11 Chinese Fan Palms 10-12' height, single or multi-stemmed. Install 200 Taiwanese Dwarf Red Ixora 3 gallon, 20 Cubic yards of Mulch and repair Irrigation system. This area is located by the retention pond on the Northeast of the Mirabay Blvd. roundabout. \$13,050.00

32. Removal and disposal of 8 Oak trees, stump grinding, Install 8 Foxtail Palms 14-15' height, single stem. Replace 400 Square feet of Celebration Bermuda SOD. Repair irrigation system, mulch and fertilizer. \$10,900.00

# SECTION IV

## Subsection Q

# **KIM'S LANDSCAPE & LAWN CARE**

127 16<sup>th</sup> Avenue S.W.  
 Ruskin, Fla. 33570  
 (813) 645-1769

## **PROPOSAL**

JULY 15, 2025

### **PROPOSAL SUBMITTED TO:**

Harbor Bay CDD  
 107 Manns Harbor Drive  
 Apollo Beach, Florida 33572  
 (813) 649-1500 ext. 131 or 133

### **WORK TO BE PERFORMED AT:**

Mirabay Entryway

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF: **MIRABAY ENTRYWAY**

- (2) Sylvester Robusta Palms 6' clear trunks, 14' height, B&B
- (6) Reclinata Palms 22-25' o.a. height, multi-stems, B&B
- (14) Royal Palms 25' o.a. height, B&B
- (400) Trinette Arbuticola or Copper plants, 3-gallon
- (50) Cubic yards of Cypress Mulch
- Removal and disposal of (2) declining Medjool Palms
- Removal and disposal of (2) declining Pineapple Palms
- Stump grinding of (4) Medjool Palms that were previously removed
- Removal and disposal of existing for Trinette Arbuticola
- Removal and disposal of (2) declining Pygmy Date Palms

**\$93,700.00**

Note: Still to be determined if 25-year-old plantings will need to be replaced

All trees and shrubs shall be Fla. grade # 1. Trees are guaranteed for six months and shrubs for three months (annuals, perennials, and transplants excluded). "Acts of nature," such as flood, freeze, drought, excessive winds, and or improper care or vandalism voids guarantee.

This proposal is good for 30 days and plants based on availability at time of installation.

- There is no guarantee without a fully functioning automatic irrigation system.
- Sunshine locate will locate all public utility lines at no charge.
- Kim's is not responsible for private line or private wiring being broken.
- Additional costs for labor and materials may be necessary due to unforeseen underground obstacles such as buried tree stumps, clay and hardpan, concrete or other buried objects.
- Plan and design is the property of Kim's Landscaping

Page 2

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

**Ninety-Three Thousand Seven Hundred Dollars \$93,700.00**  
with payments to be as follows: 50% Deposit and Balance due Upon Completion

Respectfully Submitted: 7/15/2025

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



# SECTION V

## Subsection B – 1 – a

## HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

### REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): ☐ Dock OR ☒ Boat Lift OR ☐ Other (Specify here: \_\_\_\_\_), at the following location:

815 Manns Harbor Dr. Apollo Beach, FL 33512  
Mirabay

#### Application Must Include

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

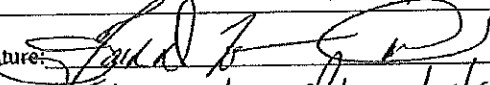
The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

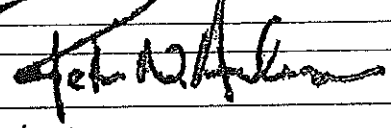
Applications must be received by the CDD Manager at [jlansford@gms-tampa.com](mailto:jlansford@gms-tampa.com), 4648 Eagle Falls Place, Tampa, Florida 33619, (813)344-4844. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.

Property Owner Signature:	
Property Owner Name:	Faith Zeigler: Mohammed Vossouhi
Date:	7/8/2025
Address:	815 Manns Harbor Drive
City / State / Zip:	Apollo Beach, FL 33572
Phone Number:	813-951-8796 + 833-477-1581

Contractor Signature:	
Contractor Name:	Peter Anderson
Date:	7/9/25
Address:	1415 57th Ave W, Bradenton, FL 34207
City / State / Zip:	
Phone Number:	941-720-6733

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

[CONTINUED ON NEXT PAGE]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	<b>CONTACT NAME:</b> Construction Certificates <b>PHONE (A/C, No, Ext):</b> 941-366-8424 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> constructioncerts@atlasinsuranceagency.com
<b>INSURED</b> Anderson Dock and Lift Co. 1811 Palma Sola Blvd. Bradenton FL 34209	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Interstate Insur Co <b>INSURER B:</b> New York Marine & Gen Ins <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: 599851619

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ML202400002543	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AU202400020034	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL3251462025	3/12/2025	3/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage is subject to policy forms, conditions & exclusions. Workers' Compensation Includes USL&H.

## CERTIFICATE HOLDER

## CANCELLATION

Hillsborough County Contractor Licensing  
601 E. Kennedy Blvd., 19th Floor  
Tampa FL 33602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ANDERSON, PETER NATHAN**

ANDERSON DOCK AND LIFT CO  
1811 PALMA SOLA BLVD  
BRADENTON FL 34209

LICENSE NUMBER: SCC131152520

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Consideration: \$3,500.00  
Documentary Stamps Paid: \$24.50

Prepared by and when  
Recorded return to:

Shutts & Bowen LLP  
Tirso M. Carreja, Jr., Esq.  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**DECLARATION OF DOCK EASEMENT, COVENANTS  
AND RESTRICTIONS FOR  
LOT 7 BLOCK 11 OF PHASE 3C-3  
PER PLAT BOOK 107, PAGE 26, OF THE PUBLIC RECORDS OF  
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 19<sup>th</sup> day of June, 2022, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 7, Block 11, MiraBay Phase 3C-3, according to the plat thereof (the "Plat") recorded in Plat Book 107, Page 26, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

**RECITALS**

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT "C-6" shown and described on the Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

**ARTICLE I  
EASEMENT FOR DOCK STRUCTURE**

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings



on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

## **ARTICLE II**

### **EASEMENT FOR OTHER DOCK ENCROACHMENTS**

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

## **ARTICLE III**

### **APPROVAL OF DOCK STRUCTURE**

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

## **ARTICLE IV**

### **COVENANTS AND RESTRICTIONS**

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

#### **ARTICLE V** **MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered  
in the presence of:

PARK SQUARE ENTERPRISES, LLC,  
a Delaware limited liability company

Kelly Thomas  
Print Name: Kelly Thomas

By: [Signature]  
Name: Suresh Gupta  
Title: Manager  
Date: 6/6/22

Mariana Morell  
Print Name: Mariana Morell

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )  
orange

I, Mariana Morell, a Notary Public for said County and State, do hereby  
certify that suresh Gupta appeared before me this day by means of ☒ physical  
presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced  
as identification and acknowledged that s/he is the  
manager of PARK SQUARE ENTERPRISES, LLC, a Delaware  
limited liability company, and that s/he, as manager, being authorized to  
do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a  
Delaware limited liability company.

(AFFIX NOTARY SEAL)

Mariana Morell  
Notary Public – State of Florida  
Print Name: Mariana Morell  
My Commission Expires: 3/29/2025



Mariana Morell  
Notary Public  
State of Florida  
Comm# HH111077  
Expires 3/29/2025

## JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

WITNESSES:

OWNER:

Heather Espino  
 Print Name: Heather Espino  
Barbara DiRose  
 Print Name: BARBARA DiRose  
Heather Espino  
 Print Name: Heather Espino  
Barbara DiRose  
 Print Name: BARBARA DiRose

Mohammad Vosoughi  
 Date: 6/1/2022

Faith Zeigler  
 Date: 6/1/22

Address: 815 Manns Harbor Drive  
 Apollo Beach, FL 33572

STATE OF FLORIDA

COUNTY OF Hillsborough

I, Heather Espino, a Notary Public for said County and State, do hereby certify that Mohammad Vosoughi appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☐ personally known to me or ☒ produced Driver's License as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.



(AFFIX NOTARY SEAL)

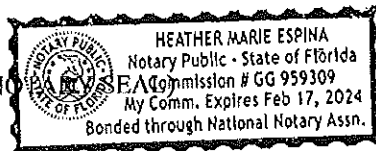
Heather Espino  
 Notary Public - State of Florida

Print Name: Heather Espino  
 My Commission Expires: 2/17/2024

STATE OF FLORIDA

COUNTY OF Hillsborough

I, Heather Espino, a Notary Public for said County and State, do hereby certify that Faith Zeigler appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☐ personally known to me or ☒ produced Driver's License as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.



(AFFIX NOTARY SEAL)

Heather Espino  
 Notary Public - State of Florida

Print Name: Heather Espino  
 My Commission Expires: \_\_\_\_\_

# SECTION V

## Subsection B – 2



111 Forest Lakes Blvd, Oldsmar, FL 34677

Office: 813-854-1342 – Cell: 561-508-1009

Suncoastlandsurveying.com

WORK ORDER #: PROPOSAL DATE: 7/2/25

Associated W.O. #s \_\_\_\_\_ BILLING AMOUNT \$8,250

COMPANY: Lighthouse Engineering CLIENT #: \_\_\_\_\_

REQUESTED BY: Amy Palmer CLIENT PROJECT #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

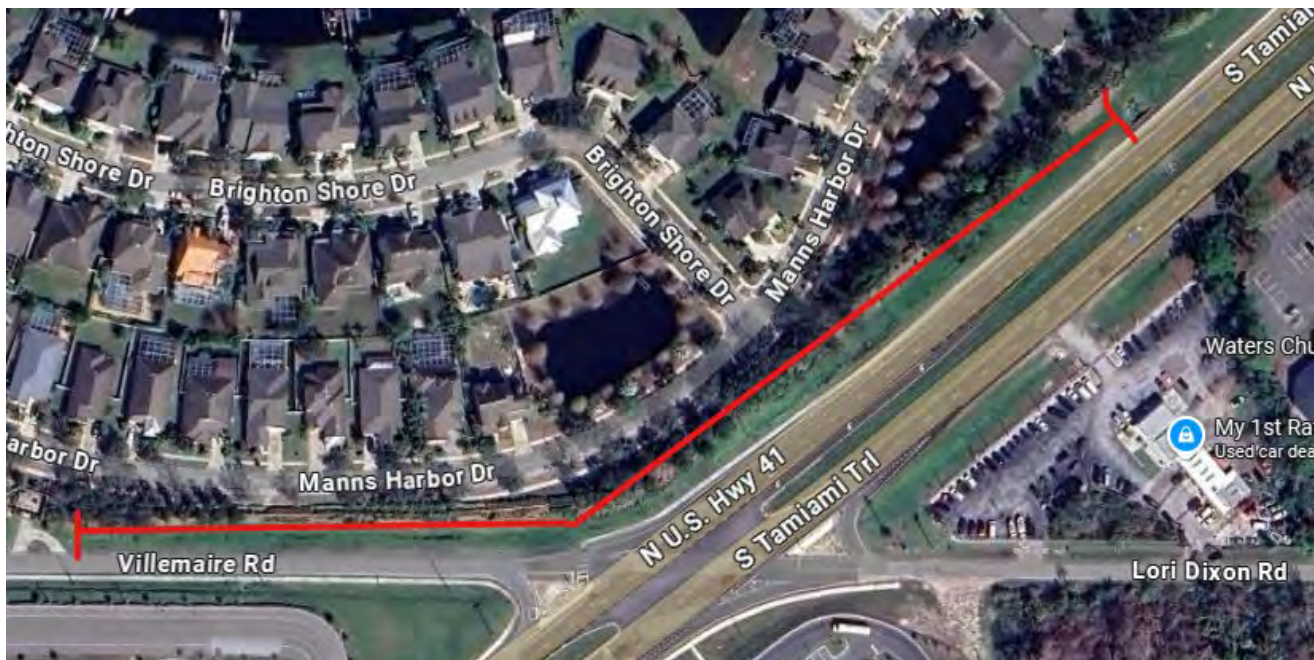
PHONE: 727-726-7856 EMAIL: apalmer@lighthouseenginc.com OTHER: \_\_\_\_\_

PROJECT NAME: Harbor Bay CDD OWNER: \_\_\_\_\_

PROJECT ADDRESS: Villemaire Road & US Highway 41, Apollo Beach

### SCOPE OF SERVICE

Provide a topographic and tree survey of subject property to include all above-ground improvements, visible utilities, trees 4 inches and above, cross-sections every 50 feet, underground utility markings, and all grade changes. Survey will extend to the limits shown below.





**111 Forest Lakes Blvd, Oldsmar, FL 34677**

**Office: 813-854-1342 – Cell: 561-508-1009**

***Suncoastlandsurveying.com***

**AGREEMENT:** (Signing parties agree that facsimile copies are legal and binding.) As consideration for providing the above referenced surveying services, I/We hereby authorize Suncoast Land Surveying, Inc. to proceed with surveying services as delineate in the Scope of Service. I/We understand that all invoices are payable **upon receipt**. Should it become necessary to collect this amount through an attorney, collection agency or some other outside source, I/We hereby agree to pay all cost of collection, including reasonable attorney's fees.

Client responsibilities: Suncoast Land Surveying has permission to survey the subject property. If necessary, provide a title commitment that includes hard copies of easements, and copy of zoning and setback information. Additional services not listed in the Scope of Services will be billed at the following rates: Survey Crew-\$250/Hour, CADD \$175/Hour, PLS \$200/Hour.

**NOTE:** A late fee of 1.5% per month will be charged for all outstanding accounts. All original drawings will remain the property of Suncoast Land Surveying, Inc. **Original drawings and electronic files are the property of Suncoast Land Surveying, Inc.**

COMPANY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





236

ton Shore Dr

Brighton Shore Dr

Brighton Shore Dr

Manns Harbor Dr

S Tamiami Trl

harbor Dr

Manns Harbor Dr

Villemaire Rd

N U.S. Hwy 41

S Tamiami Trl

Waters Chu




My 1st Ra  
Used car de

Lori Dixon Rd



Identify


Identify ON




© 2025 Eagleview 2018 1206A

 NAVIGATE AERIAL IMAGERY

 GOOGLE STREET VIEW

 TRIM  Property Record Card  VAB PRC

 Tax Collector

Info

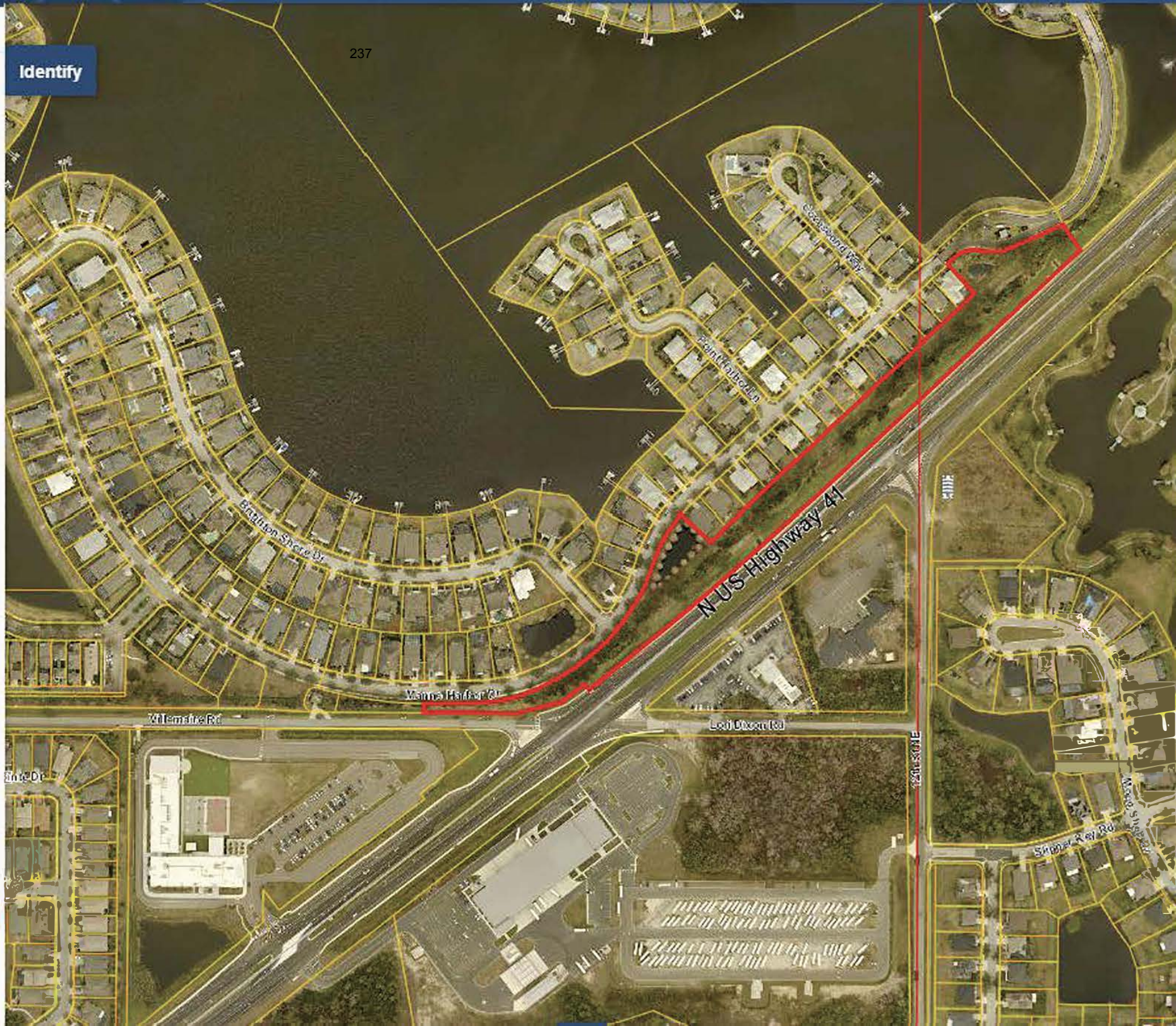
Building

Land

Misc

Sales

Parcel	<a href="#">U-33-31-19-62G-000000-B0002.0</a>
Folio	054234.0404
Market Value	100
Owner Name	HARBOR BAY CDD;
Mailing Address	4530 EAGLE FALLS PL TAMPA, FL 33619-9611
Physical Address	MANN'S HARBOR DR, APOLLO BEACH
Property Type	MUNICIPAL
Homestead	NO
Tax District	U - UNINCORPORATED
GIS Acres	5.36 (233,482 sq ft)
Legal Desc.	MIRABAY PHASE 3A-1 TRACT B-2 LANDSCAPE/DE





# SECTION V

## Subsection D - 1



Harbor Bay CDD / MiraBay Community  
Kelly Wilson, Director of Operations  
July 2025 Report

---

- **Summary:**

- It's been an enjoyable, family fun filled Summer so far in MiraBay!!
- We held our first 'Introduction to Amenities,' July 12<sup>th</sup>. We had 14 Residents in total, 6 new, and 8 seasoned Residents. This proved to be a terrific opportunity for questions & answers, as well as community connections.
- 'Code Brown' (biohazard) – remains a consistent inconvenience & concern for Staff & Residents. This month we implemented a variable fine per occurrence & circumstance. Fines must be paid within 30 days from the invoice issue date. Otherwise, amenity privileges are suspended until the fine is paid in full. We always have swim diapers of all sizes, available at reception, for everyone, at no cost.
- We are down to a supply of only 35 MiraBay embroidered towels in the fitness center. Approximately one hundred towels have gone missing since we purchased an additional batch of towels in April. We are currently determining the most cost-effective way forward.
- We have a new coffee machine in the Lounge that accepts credit cards for payment after 12pm. We initially experienced a few glitches with the payment system that were immediately corrected.

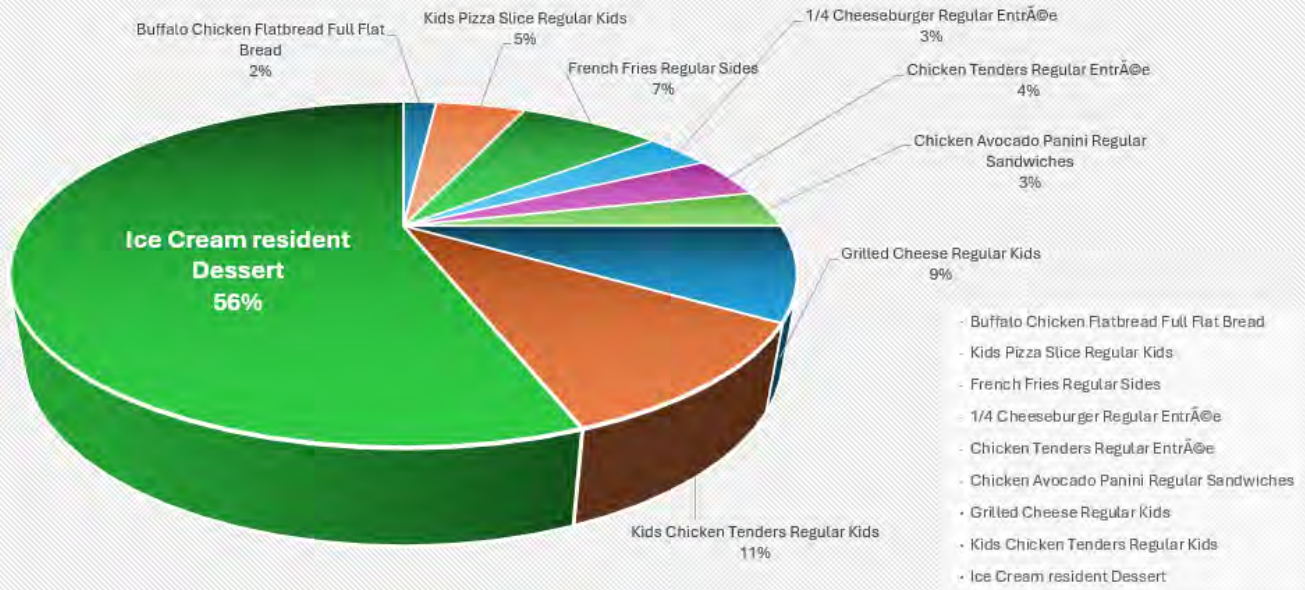
- **Housekeeping/ Upgrades:**

- New bamboo wood floor mats were placed in the women & men's sauna.
- New shower heads were installed in the women & men's fitness center bathrooms.
- Deep Cleaing was conducted in the women & men's locker-rooms.

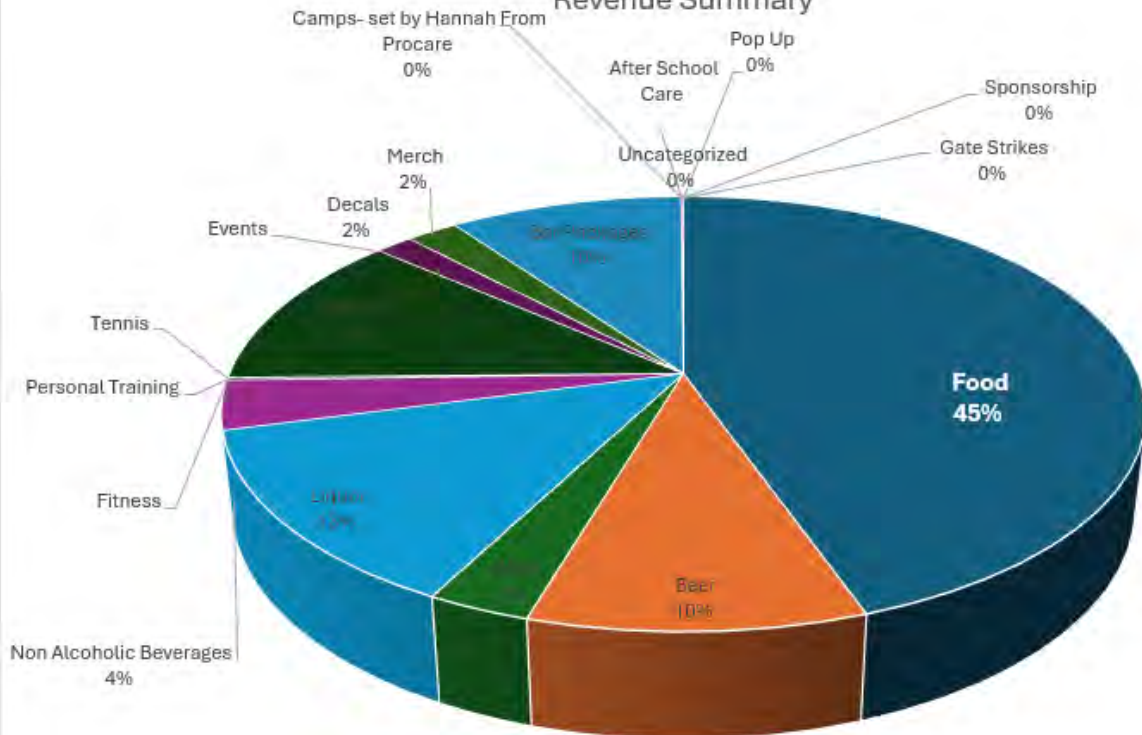
- **Café & Clubhouse Revenue:**

- Please see graphs for Café Top Sales Items & Overall Revenue Summary.

## Cafe Top Items



## Revenue Summary



# SECTION V

## Subsection D - 2





Harbor Bay CDD / MiraBay Community  
Youth Program Director Report

*Date of report: 7-17-2025*

*Submitted by: Hannah Hale*

**Youth Programs / No Board action required:**

Our Camp MiraBlast continues to be a growing success! We are still waiting on roof repair, but we love being able to utilize Dockers for the camp with it being a central location for most of our daily activities. There are three fun-filled weeks of camp left with limited spots available for registration. We currently have 71 children enrolled and the program is still growing at an impressive rate. To date the summer camp has brought in \$40.25k in revenue.

Afterschool 2025-2026 registration is now open, and the program will begin on August 11<sup>th</sup>.

**Under the sea –**

Week three was “Under the Sea” week. The children had a visit from the Florida Aquarium who brought live animals that we got to learn about and interact with. It was a memorable experience. The children also got to make their own take home aquariums and partake in many various under the sea themed activities and crafts.



**Community Helpers –**

For our “Community Helpers” week, the Hillsborough County Fire Department made an appearance with their Engine and taught the kids about the importance of fire safety! In addition we learned about all sorts of community helpers and the children even had the chance to help the community themselves by planting beautiful flowers out by Dockers!



# SECTION V

## Subsection D - 3



Harbor Bay CDD / MiraBay Community  
Assistant Director Of Operations Report

Report Date: 07/24/2025

Submitted by: Jennifer Ashley

**EVENTS UPDATE / No Board action required:**

First Friday	Paradise Party
Wine Down Wednesday	July 4 <sup>th</sup> Bike Decorating
Birthday Happy Hour	July 4 <sup>th</sup> Cook Out
Build A Burger	Sunday Music Series
Galley Café Breakfast	Food Truck Mondays
Total: 10	

**Paradise Party– Attendance 70ppl**

We had a fantastic turnout for the Paradise Party, and the storms held off for a memorable luau! Residents and guests enjoyed lively Polynesian entertainment, featuring traditional hula dancing and an exciting fire knife performance. The Hawaiian themed bar served up tropical drinks for purchase, and a delicious catered meal added to the island vibes. Thank you to everyone who joined us for the unforgettable evening!

**July 4<sup>th</sup> Bike Decorating/Bike Parade/July 4<sup>th</sup> Cook Out–**

Our annual Bike Decorating Party was a hit! Many kids came out to deck their bikes in festive red, white and blue for the July 4<sup>th</sup> Bike Parade. Despite the threat of storms, we saw our highest turnout yet, with families proudly parading to the clubhouse in true patriotic spirit. It was a fun way to kick off Independence Day celebrations! The festive morning was followed with live music and grilling burgers and hot dogs at the café. Thank you to everyone who joined us for the festivities to help make this 4<sup>th</sup> of July special.

**Instructors – \$231**

We continue to have the same amount of instructors with Zumba, Personal Training and Istrol and currently would like to find more instructors for fitness classes and an additional personal trainer.

We have a fun lineup ahead! Be sure to join us for our regular monthly events along with some exciting special events to include Youth Night Swim, Adult Night Swim and Back 2 School Bash. Starting in September, The MiraBay Markets will return on the last Sunday of the month. We are also exploring pottery in and painting classes and dinner and a show events to bring even more community fun your way!

Stay tuned to your emails for more information. We encourage residents to sign up for SMS through constant contact to receive event updates by text.



# SECTION V

## Subsection D - 4

**Who:** Field Operations Manager

**What:** Field Operations Manager Monthly Report

**When:** 7/24/25

**Budget Impact:** N/A

**Decision:** N/A



Harbor Bay CDD / MiraBay Community  
Field Operation Manager's Report

Date of report: 7/24/25

Submitted by: **Mark Isley**

## Field Updates-

In-house repairs of several fence panels

Put up and removed American Flag banners for the July 4<sup>th</sup> holiday

Warranty repairs of slide continue

Poop stations are now 100% in house

All overhead lights at the boat lift are installed

Changing out refuse cans as they are aging around the community

Sanded and painted handrails at the boat lift

Painted the support structures at the Tennis courts, new fabric is being made and will be installed soon

Expanded our scope of leaf blowing to the tennis parking lot area

Dragon boat lifts are operational

The gangway at clubhouse dock is repaired and functional

Installed new windscreens at BB courts

Installed new soft barriers for goals at BB courts

New rocks around the faux turf area

New lap lane dividers have been ordered

Canal lights are being replaced

Repaired kayak storage arms at boat lift

Repaired power surged bridge lights on Manns Harbor bridge

Replaced Sauna floor mats with teak

New signage installation continues



Harbor Bay CDD / MiraBay Community  
Field Operation Manager's Report

Date of report: 7/24/25

Submitted by: **Mark Isley**

## Power washing since the last meeting-

Main Clubhouse

Manns Harbor Gate

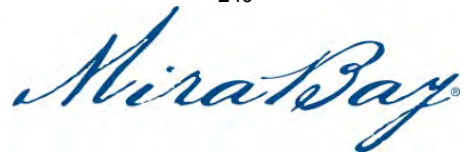
AP Clubhouse

AP sidewalks and Gate to Bay Breeze

Wolf Park and Sidewalk

MiraBay Blvd tennis court area

Boat Lift areas

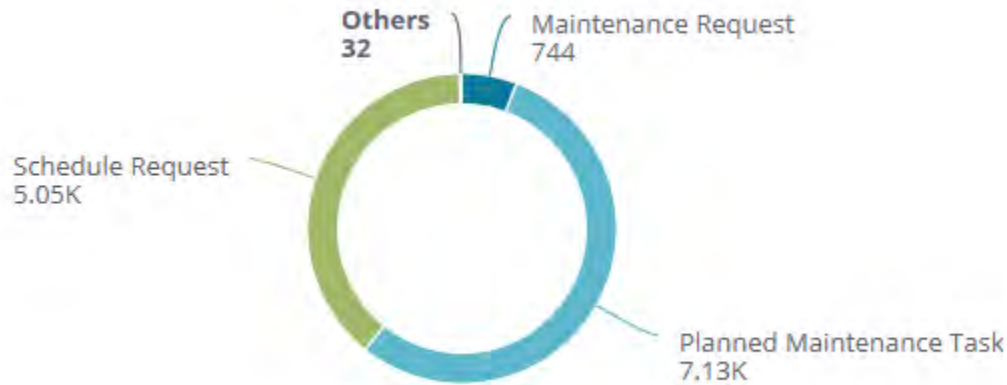


Harbor Bay CDD / MiraBay Community  
Field Operation Manager's Report

Date of report: 7/24/25

Submitted by: **Mark Isley**

FMX

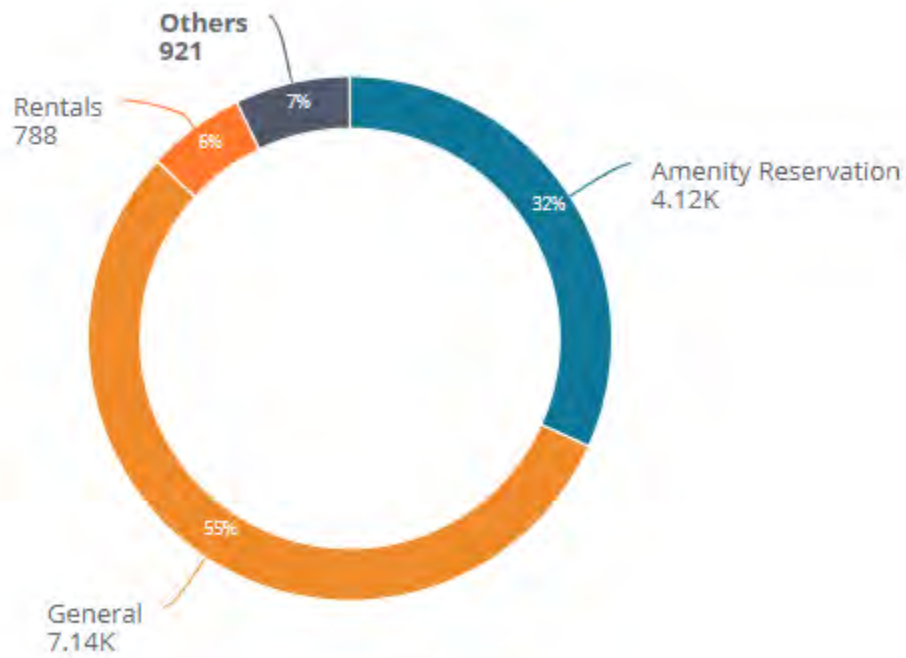




Harbor Bay CDD / MiraBay Community  
Field Operation Manager's Report

Date of report: 7/24/25

Submitted by: **Mark Isley**

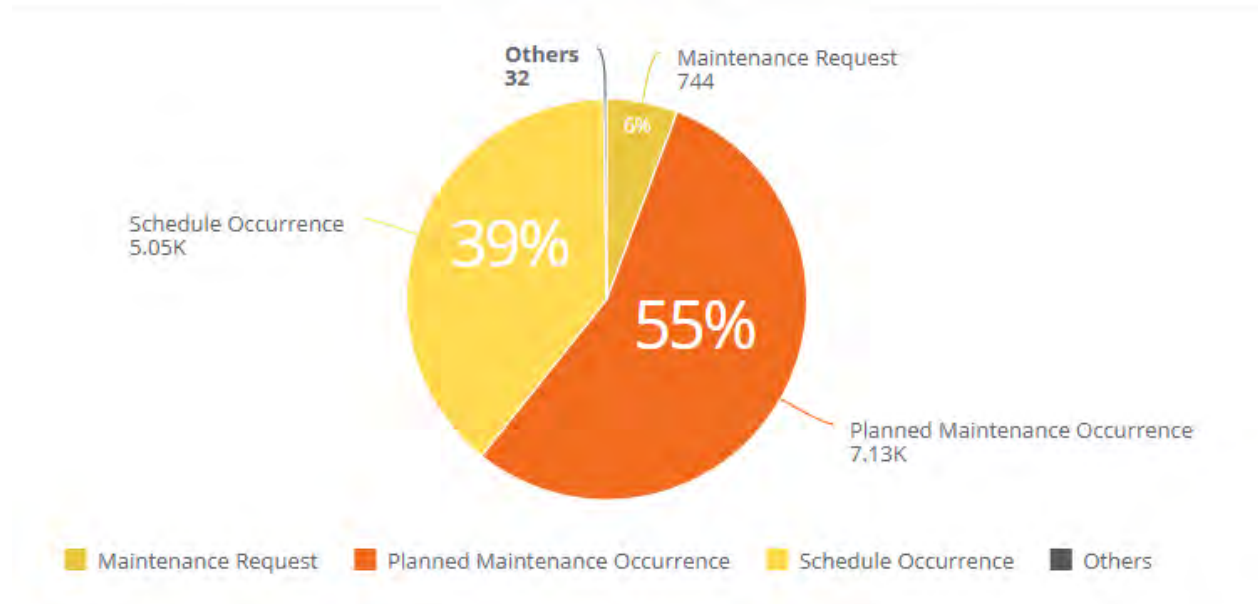


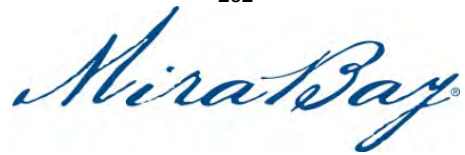


Harbor Bay CDD / MiraBay Community  
Field Operation Manager's Report

Date of report: 7/24/25

Submitted by: Mark Isley



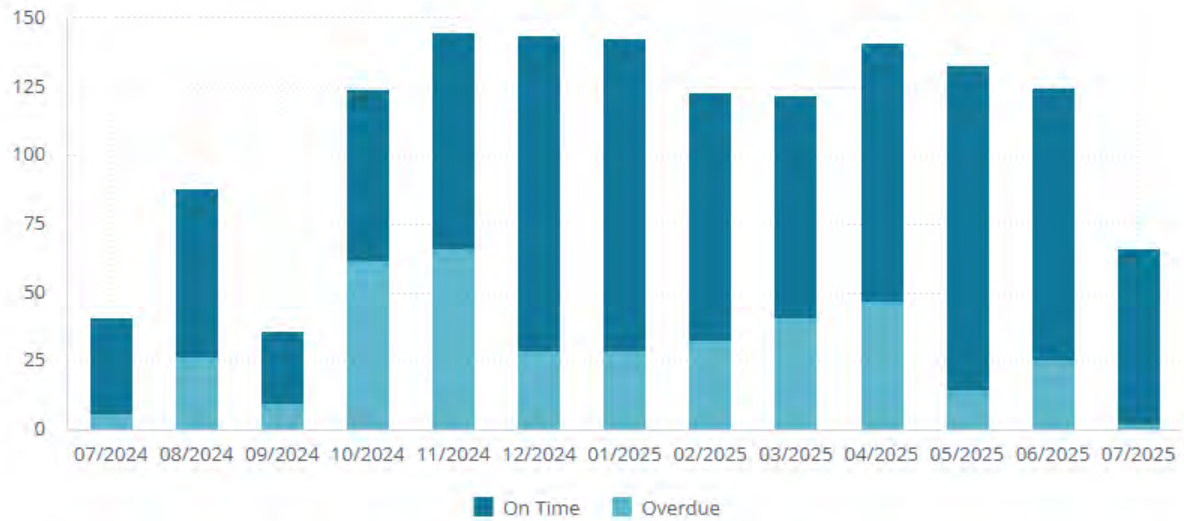


Harbor Bay CDD / MiraBay Community  
Field Operation Manager's Report

Date of report: 7/24/25

Submitted by: Mark Isley

Trend of Requests Completed Per Month





# SECTION V

## Subsection D – 4 - a



## Amendment to the Aquatic Management Agreement

This Amendment (“**Amendment**”) to the Aquatic Maintenance Agreement is entered into and made effective as of August 1, 2025, by and between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Harbor Bay CDD** (hereinafter the “Customer”), c/o Government Management Systems, 4530 Eagle Falls Place, Tampa, FL 33619 and hereby amends the Aquatic Maintenance Agreement originally dated August 6, 2024.

### Background Information

Blue Water Aquatics and the Customer entered into the original Aquatic Maintenance Agreement dated August 6, 2024 (the “Agreement”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement.

WHEREAS, the Parties wish to revise the scope of services to reflect the removal of certain ponds and the addition of others; and

WHEREAS, the Parties also agree to adjust the contract price in accordance with the changes in services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

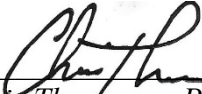
- 1. Modification of Fountain Cleaning Frequency:** Effective immediately, Blue Water Aquatics will move to twice monthly fountain inspection and cleaning services on the Customer’s **two (2) existing floating fountains**.
- 2. Adjustment to Compensation:** Due to the changes in service locations, the monthly maintenance fee shall be adjusted as follows:

Previous Monthly Rate: \$3,075.00/month; \$36,900.00/Annualized

New Monthly Rate: \$3,675.00/month; \$44,100.00/Annualized

This rate adjustment reflects the twice monthly aquatic and fountain services.

- 3. Remainder of Agreement Unchanged:** All other terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

  
\_\_\_\_\_  
Chris Thompson, President  
Blue Water Aquatics, Inc.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
07/11/2025  
Date

\_\_\_\_\_  
Date

# SECTION V

## Subsection D – 4 - b

**Who:** Field Operations Manager

**What:** New Pond #33 clean up to convert from drainage easement to retention pond

**When:** 07/24/2025

**Budget Impact:** \$9,996.00

**Decision:** Yes/No



## Special Service Agreement

This Special Service Agreement, dated July 7, 2025, is made between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Harbor Bay CDD** (hereinafter the “Customer”), c/o Governmental Management Services, 4530 Eagle Falls Place, Tampa, FL 33619.

### Project Site: Pond #33 (New Pond)

**Contract Term:** This Agreement is for a one-time service as described herein. Any additional services will be provided only upon additional terms as agreed by the parties in writing.

**General Conditions:** Blue Water Aquatics conducted a site inspection of a previously unnumbered and unmapped pond and found the area heavily overgrown with Willow and Brazilian Pepper trees—some exceeding 20 feet in height and up to 5 inches in diameter. This area must be completely cleared before any routine pond maintenance can begin. Based on these conditions, Blue Water Aquatics proposes to provide the following services:

- Item A: Pond Clean Out Services** – By use of a forestry mulcher, mulch up overgrown pond vegetation. Vegetation will be mulched and left on the ground in very small pieces.
- Item B: Mobilization Fees** – Forestry Mulcher mobilization fee from New Port Richey, FL to Project Site (approximately 116 miles)
- Item C: Labor and Supplemental Materials** – All material and labor are included.

**Contract Costs:** Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific services.

<b>Item A:</b>	<b>Pond Clean Out Services</b>	<b>\$9,880.00</b>
<b>Item B:</b>	<b>Mobilization Fees</b>	<b>\$116.00</b>
<b>Item C:</b>	<b>Labor &amp; Supplemental Materials</b>	<b>Included</b>

<b>TOTAL COST OF PROJECT:</b>	<b>\$9,996.00</b>
-------------------------------	-------------------

*The above price is effective for ninety (90) days from the date of this proposal.*

The Customer acknowledges that weather conditions—including but not limited to rain, lightning, and wind—may cause delays in service. Depending on the duration and severity of such conditions, Blue Water Aquatics may require varying amounts of time to complete the services outlined in this Agreement. Blue Water Aquatics will use its best judgment to determine appropriate services based on prevailing conditions. The company shall not be held responsible for delays or failures to perform services due to circumstances beyond its reasonable control.

**Payment Terms**

The Customer agrees to remit payment to Blue Water Aquatics within thirty (30) days of the invoice date for all completed work. Accepted forms of payment include Cash, Money Order, Check, Zelle, ACH, or Credit Card (a 3% processing fee applies to all credit card transactions). Accounts that remain unpaid for more than sixty (60) days may result in suspension of further work under this Agreement. A late fee of 1.5% per month will be charged on all past due balances until paid in full.

If Blue Water Aquatics is required to initiate collection efforts for a delinquent account, the Customer agrees to cover all associated costs, including reasonable attorney's fees, court costs, and other expenses incurred in the collection process.

**Site Conditions Disclaimer**

Although Blue Water Aquatics makes every reasonable effort to inspect the work site prior to beginning services, unforeseen conditions or hidden site issues may arise during the course of work. These may lead to additional time or material costs beyond the scope of this Agreement. Should such conditions occur, Blue Water Aquatics will notify the Customer of the issue and provide an estimate for any additional costs.

By signing this Agreement, the Customer confirms they have disclosed all known and relevant site conditions that could impact the successful completion of the work. Such conditions may include, but are not limited to: site access, parking availability, staging areas, fencing, obstructions, or gate codes.

**Insurance**

Blue Water Aquatics maintains the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability, and Property and Casualty Insurance. A Certificate of Insurance is available upon request. If the Customer requests to be named as an "Additional Insured," Blue Water Aquatics will provide the certificate, and the Customer agrees to cover any additional costs incurred by this request.

**E-Verify Compliance**

In compliance with Florida Statute 448.095, Blue Water Aquatics uses the federal E-Verify system in its contracts with public employers. All applicable provisions of the statute are hereby incorporated into this Agreement by reference, and Blue Water Aquatics certifies full compliance.

**Addenda**

See attached map, survey, and report, where applicable.

Chris Thompson, President  
Blue Water Aquatics, Inc.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Printed Name & Title

07/07/2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## HARBOR BAY CDD Project Site Map



# SECTION V

## Subsection D – 4 - c



**Who:** Field Operations Manager

**What:** Angelic Air – Lagoon Room/Café AC Unit  
Evap Coil Replacement

**When:** 07/24/2025

**Budget Impact:** \$21,665.94

**Decision:** Yes/No

**ESTIMATE**

Angelic air services inc. CAC  
057095  
PO Box 605  
Durant, FL 33530-0605

angelicairstervices@gmail.com  
+1 (813) 817-4946



**Bill to**  
Mirabay Club  
107 Manns Harbor Dr.  
Apollo Beach, FL 33572 Usa

**Estimate details**

Estimate no.: 1115  
Estimate date: 04/10/2025  
Expiration date: 10/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	10 ton evap coil o.e.m	Coil and txv from o.e.m	1	\$7,649.21	\$7,649.21
2.	7.5 ton o.e.m evap coil	O.e.m evap coil no txv Heatpump coil	1	\$7,400.00	\$7,400.00
3.	O.e.m carrier txv. R410a	Part only at cost.	1	\$526.73	\$526.73
4.	Hours		20	\$100.00	\$2,000.00
5.	Kit drain line.	Materials required to clean out drainlines. I.e. gallo cartridges, drain solve, tabs, pvc fitting.	2	\$20.00	\$40.00
6.	Kit welding/soldering	Materials required for soldering or welding, Nitrogen, silver rods, vacuum oil, ect.	2	\$75.00	\$150.00
7.	R410a (whole jug)	Whole jug.	2	\$450.00	\$900.00
8.	Shipping	Shipping cost.	2	\$500.00	\$1,000.00
9.	Miscellaneous materials	Potential drywall and paint repairs required for ceiling. Any materials unforeseen to complete job, repairs to any structure or rigging requirements for attic to maneuver coil into place	1	\$2,000.00	\$2,000.00

**Total****\$21,665.94**

Note to customer

# SECTION VI

## Subsection A

**MINUTES OF MEETING  
HARBOR BAY  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harbor Bay Community Development District was held on Thursday, **June 19, 2025** at 6:00 p.m. via Zoom Communication Media Technology and in the Lagoon Room of the MiraBay Clubhouse, 107 Manns Harbor Drive, Apollo Beach, Florida.

Present and constituting a quorum:

Dan Leventry <i>by Zoom</i>	Chairman
Tim Nargi	Vice Chairman
Dean Walters	Assistant Secretary
Michael Rodriguez <i>by Zoom</i>	Assistant Secretary
Steve Finley	Assistant Secretary

Also present were:

Amanda Ferguson	GMS
Darrin Mossing	GMS
Michelle Reiss	District Counsel
Kelly McKnight	District Counsel
Amy Palmer	District Engineer
Mark Isley	Field Manager
Kelly Wilson	Director of Operations
Sang Lee	Kormex
Lee Kim	LT Kim
Residents	

*The following was a summary of the discussions and actions taken at the June 19, 2025 regular meeting of the Harbor Bay Community Development District.*

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Ferguson called the meeting to order at 6:00 p.m. and called the roll. All Supervisors were present.

**SECOND ORDER OF BUSINESS****Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS****Audience Comments on Agenda Items**

*\*\*\*This Portion of the Transcript was Verbatim at the Request of the Board.\*\*\**

Mr. Volbrecht: This is regarding Agenda Item D, the Blue Water Aquatics Report. Our freshwater pond that turned into overgrowth, should be added our pond list. I question how it was missed during the conveyance or why the pond was not included in the national wetlands registry. It's a separate issue. I can't explain that. But removing the overgrowth and adding this freshwater pond to our community for storm drainage, is critical, especially at the seasonal time that we have coming up. Thank you for adding this pond.

Mr. Nargi: Which pond please?

Mr. Volbrecht: The one that was listed on the Blue Water Aquatics Report. They show that it was missed during whenever happened.

Mr. Nargi: It's the one basically caddy corner across from your house. Do you know where that one is?

Mr. Isley: Yes, sir. It's listed as a drainage easement. I talked to Amy about this, so we're aware.

Mr. Jones: My name is Mr. Robert Jones of 706 Manns Harbor Drive. I constructed a fence that is of the type, color and material required by the MiraBay HOA. However, I did place the fence along the wetland protection area line. Apparently according to our survey, there is a 25-foot easement from the rear of the property to the rear of any construction that can be done on the property, which I wasn't aware of. I was made aware of it by the HOA. They have been patient with me while I've been trying to resolve this issue, in a manner that is other than removing the fence from that portion of the yard. I did a lot of research on this. I received this in February, have been researching it for three months and talking to a number of people from Lighthouse Management and the Southwest Florida Water Management District (SWFWMD). What I learned, is when the Harbor Bay CDD permit was issued to construct within this area back in the very beginning, it was given allowances to do certain things within and adjacent to the wetland protection area. So, I submitted on behalf of myself and on behalf of the Harbor Bay CDD, a minor modification request to the SWFWMD. In that request, effectively what it says is,

*"I'm writing to request approval for the installation of 100 linear feet."* By the way, this was all scripted by SWFWMD to make sure that it was done properly, in accordance with their regulations. It was for the installation of 138 linear feet of powder coated aluminum fencing along the rear of my property, 706 Manns Harbor Drive, within this wetland protection setback area governed by SWFWMD. It meets all of the other requirements. What I've attached here, is the survey, which is Exhibit 1. Exhibits 2 and 3 are simply what my property looked like in the backyard today. I purchased it in April of last year. What you'll see, is half my property is nothing but a swamp. It was like that until I had grading done and drainage installed, because the area in the wetland protection area was not properly drained. So, the reason that SWFWMD apparently does not allow things to be constructed within those easements, is they don't want anything to restrict the flow of water. But unfortunately, in my particular case, there was no flow of water. It was just standing swamp. So, what I did was hire an excavator. I had them regrade the property. I had a professional irrigation system, sod and I also had a professional drainage system installed, to ensure that upon completion of that portion of the project, all of the water within my backyard, including the area within the easement, which I'm responsible for maintaining in accordance with the HOA guidelines, which I couldn't do, because it was nothing but swamp, has now been remediated. Unfortunately, in the process of doing all of that, I did put the fence along the fence line. You guys know what the aluminum fences look like. It's not going to restrict the flow of any water. SWFWMD agrees with that. They have all of the pictures that I sent. They did look while I was on the phone with them.

*Due to a technical issue, there was a brief pause in the meeting.*

Mr. Jones: I'm not going to go through the rest of this. The point of all of this, is I was cited for having my fence on my property line, which was a violation of the easement. I've learned from SWFWMD that there is an easy solution, which was for a minor modification that was submitted on behalf of myself and the Harbor Bay CDD. I did speak with SWFWMD today and they informed me that the person reviewing it was on vacation for two weeks in the last month since I submitted it. But they have requested that a scientist come out and take a look at the yard and then they will give their approval subsequent to that. So, I can't ask for the Board to do anything today, which is what I had hoped to do since submitting all of this about a month ago. But all I can do, is make you guys aware that this process is going on. The HOA has been kind and is not assessing me the \$500 fine that they did want to assess, until they had a

successful resolution here. Finally, if and when I do get the approval of my request, hopefully between now and the next meeting, the CDD will further extend the approval to me. The approval will be given to the CDD by SWFWMD. That would allow me to build on the line and then you guys would have to be the ones to officially give me the approval.

*\*Mr. Rodriguez joined the meeting.*

Mr. Myers: Mr. Mark Myers of 553 Manns Harbor Drive. My problem is related to the Amenities Rules, which are on the agenda for tonight. In the rules it says that you have to have a 12-month lease at a minimum, in order to receive the amenities. The question is, if you have a more than 12-month lease, then at the end of the lease it says, *"This lease will continue at the party's convenience on a month-to-month basis, but you still have a lease that extends past one year."* In the way it's currently written, that's what it would be. But the staff has interpreted to me, that because the 12 months have been met, anything that happens after that 12 months, is on that month-to-month basis. By the way, I've lived in the same house for seven years and you can't go through the gates properly. You can't use the Gym. You can't go swimming. I have a lease that exceeds 12 months and it goes to month-to-month at the convenience of the parties. The current lease has been in place since March of 2022. So anyway, I would ask you, since that's on the agenda tonight, that you at least consider my situation and figure out something to do with it. At least resolve it one way or the other. I appreciate it. If anyone have any questions, I'll be happy to answer them.

Mr. Walters: You know, that's an interesting dilemma, because I think the intent of the rule, is to make sure that people aren't doing leases that are under one year. But here we have somebody that's actually signed a one-year lease and now they're on their month-to-month and they're on year number seven. I don't think that rule was intended to hurt him and his family from using the amenities.

Mr. Nargi: I make a motion.

Mr. Walters: Well, what I would suggest, is that until the new Amenity Rules are written, that we allow this family to use the amenities until we come up with finalized written rules. That would be logical to me.

Mr. Nargi: Okay, so the Board direction is that we reinstate Mr. Myers and his family and then we will make sure that the Amenities Rules are updated for such situations.

Mr. Walters: Yeah, at staff direction.

Mr. Smith: Mr. Scott Smith of 429 MiraBay Boulevard. Good evening and thanks for your service. Aloha, Mike. Welcome to Day 10 of two fountains. I'm surprised to be back so soon. I noticed two agenda items and I hope we can get clarification tonight. One says, "*Slide Issues.*" I would prefer that to say, "*Slide Solutions from our Counsel.*" It's disappointing. I don't think there have been any issues. All boxes were checked before the vote. Insurance, county, the policy. The broker doesn't write the policy; the policy is set. So, my request on the pool, is number one, we don't go back to the five dark years that we were previously in. Number two, that we address the slide Amenities Rule about hours and remove that, because it's currently obsolete. The second item on the agenda, was the roof. I saw bids in the packet. As of March, everybody was here. I think that I was here. We had a contract and paid a deposit. We've been down this road before. I've been here a few years. We've lost money before. We've had a contract and changed directions. I don't know any of the ins and outs. I know we have a contract, a permit and a deposit. I know we need a roof. We've already started completed repairs. Over here, we've got the roof, with a tarp on half of it. So, we can't wait weeks or months. I'm just curious how we're down this road on these two items. That's all I have.

Mr. Nargi requested moving the July 17<sup>th</sup> meeting to July 24<sup>th</sup>, due to a conflict.

On MOTION by Mr. Nargi seconded by Mr. Walters with all in favor moving the July 17, 2025 meeting to July 24, 2025 was approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Business Items**

**A. LT Kim Weekly Reports**

**B. MiraBay Visual Inspection Report**

Ms. Ferguson presented weekly reports from LT Kim for work performed from May 12, 2025 to June 12, 2025 and the May and June MiraBay Visual Inspection Report.

**C. Update from Sang Lee, Lighthouse and Counsel on Park Square Turnover**

Mr. Sang Lee reported that he was working with the attorney for Park Square and the engineers on the steps that they wanted to take. At the last meeting, he reported that Park Square intended to follow the conveyance standards as stated in the Second Amendment to the Acquisition Agreement, in order to calculate the remaining useful life of other improvements that



were made, including the roads, stormwater system and sanitary system. Ms. Palmer confirmed that she spoke with Ms. Reiss about the addendum to convey everything up to MiraBay standards, which their report was based on and asked for their advice on the Useful Life Study. Mr. Walters questioned whether it was necessary and there was value in it. Ms. Palmer stated there was only value in what Park Square would require, but the CDD was asking Park Square for a more substantial sum. Mr. Nargi felt that Park Square was putting the onus on the District to spend the money to prove that their roads were good or bad, which was another delay tactic. Mr. Lee pointed out that the conveyance standards lay out what the engineer determined how much needs to be done, but the second addendum had more specific guidelines for the roads, sidewalks and trees to be conveyed. However, they could determine what roads needed to be fixed the way that the District wanted them to be fixed, divided by the useful life, in order to calculate the per year amount that needed to be allocated. Park Square would need to be responsible for a minimum of five years less the useful life. Mr. Nargi felt that they did not need to do this again. Ms. Palmer was comfortable with what they had, as they inspected all of the cracks and drainage issues and provided a price to get the roads up to the MiraBay standard.

Mr. Walters asked if it was Mr. Lee's opinion that Park Square was negotiating in good faith or whether they were trying to stall. Mr. Lee believed that Park Square was putting the onus on the District to tell them what they wanted, as they wanted to do the conveyance all at once, to include the lagoon, canal, roads, Tract C-1 and any type of landscaping on the back side of the Bay Breeze wall. Mr. Walters felt that the roads should have been completed months ago. Mr. Lee pointed out that Park Square was completing development this year and it was in the District's best interest to give them everything at the same time, in order not to drag it out. Mr. Finley proposed sending a demand letter to Park Square for the roads. Mr. Lee recommended having the District Engineer prepare the numbers for the Board's review and include it in the demand letter. Mr. Walters preferred sending the demand letter for the roads and then providing the information on the remainder. Mr. Lee suggested including an amount for root barriers and repairing all sidewalks. Mr. Nargi proposed sending the demand letter for the roads and Tract C-1 and waiting for their response and requested that Ms. Palmer figure out an amount and supply it in her report along with Tract C-1. Mr. Finley requested including the Villemaire Road tract. Mr. Nargi clarified that they would demand \$1.1 million from Park Square, to include the roads, Villemaire track and mangroves. Discussion ensued.

Mr. Walters MOVED to authorize the District Engineer to develop a cost for Tract C-1 and sending a demand letter to Park Square and Mr. Nargi seconded the motion.

Mr. Nargi questioned how much time the District Engineer would need. Ms. Palmer indicated that she was available to come out the following week and would work with Mr. Lee. Mr. Rodriguez felt that the demand letter was good for the roads and everything else, but they also needed to consider the lagoon and canals, as a year would come up fast and they would lose some leverage. Mr. Nargi agreed. Mr. Finley pointed out that this was Step 1 and they needed to coordinate a working group between Mr. Lee and the attorneys and putting something down on paper.

On VOICE VOTE with all in favor authorizing the District Engineer to develop a cost for Tract C-1 and sending a demand letter to Park Square was approved.

Mr. Lee would ask Park Square for an additional analysis on the lagoon and canal and provide them with a second demand letter. Mr. Walters appreciated everything that Mr. Lee was doing.

#### **D. Blue Water Aquatic Reports**

Ms. Ferguson presented the Blue Water Aquatic Reports, which were included in the agenda package. Mr. Isley reported that the huge drought and unbearable heat, caused algae blooms, but Blue Water had rules and regulations on how to treat them. When the vendor was onsite, he was meeting with them. At the Board's direction, he asked for a quote to clean the fountains in the hot months every other week versus once per month. Mr. Finley asked if this was the proposal in the agenda package for \$34,000 and if it should be included in the budget for pond maintenance. Ms. Ferguson would include it. Mr. Isley reported that they were ready to include the native plantings in the Seacrest pond and cleaning up the ponds in the Shell Cove area. One of the proposals was to clean up a pond that was in a drainage easement. Mr. Walters recalled discussion of conveying this over to the homeowner and asked if it was a viable option. Mr. Isley believed that it was part of the reserve, but in his research, this was not a pond. Ms.

Reiss recommended preparing an access easement and installing a fence to allow access. The homeowner would then maintain the property from that point forward.

**E. Update on Water Meter Installation Cost from Park Square**

Mr. Kim reported that this was for the installation of a water meter at 817 Islebay Drive. Yesterday at 2:00 p.m., six people met with him and next week it would be installed by the county. There were no issues and everyone was happy. Mr. Lee clarified that the contractor that Mr. Kim was working with, put a sleeve from the main line in the island. The meter would be installed 48 hours from whenever the sleeve was ready, which was anticipated to be next week. It would only minimally impact the homeowners at the end of Pinckney Drive. Mr. Finley recalled that they were dealing with this issue for five months and Mr. Kim provided three courses of action, which included drilling their own well, metering and finding other ways to cut the cost down. The Board appreciated Mr. Kim working with the Board in being able to provide water to the residents in Pinckney and Tybee who enjoy this island.

**F. Public Hearing to Adopt the Amended & Restated Amenities Rules, Resolution 2025-05**

- 1. Consideration of Draft Pickleball Rules & Regulations – Staff Approved**
- 2. Consideration of Draft Pickleball Rules Postponed until July at Rocky Newman's Request**

Ms. Ferguson provided amended and restated Amenities Rules and Resolution 2025-05, which were included in the agenda package and were reviewed by staff, as well as draft and Pickleball Rules, which were provided by Mr. Rocky Newman. Due to some work needing to be done to the rules, not having the full Board in attendance and Mr. Newman's request to hold off until July, Ms. Ferguson requested that the public hearing be continued to the July 24<sup>th</sup> meeting.

On MOTION by Mr. Walters seconded by Mr. Nargi with all in favor continuing the public hearing for the Pickleball Rules and Regulations to July 24, 2025 was approved.

Mr. Nargi requested the rules in draft form without the notes and redlines, so that they could be read easier. Ms. Ferguson would remove the redlines and notes and email to the Board.

**G. Consideration of Release & Indemnification Agreement Regarding Employment of Off-Duty Deputy Sheriffs**

Ms. Ferguson presented a Release and Indemnification Agreement regarding the employment of off-duty deputy sheriffs, which was included in the agenda package.

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor the Release and Indemnification Agreement Regarding Employment of Off-Duty Deputy Sheriffs was approved.

**H. Consideration of Roofing Proposals**

Ms. Reiss recalled that the Board approved a roofing contract at the March meeting and prepared information to provide to the insurance company. However, when looking for the bids, she could not find them and assumed that they were not provided to the Board. There was a prior proposal and asked the contractor to update their bid, but they ultimately decided to withdraw it and requested bids from two other roofers. One was received from BRSD in the amount of \$210,000, which was included in the agenda package. The District Engineer was obtaining two more bids within the next week to two weeks but wanted to ensure that the Board had the benefit of all of that information, as the contract that was entered into, was referred to District staff by someone who lived in the community. It was recently discovered that they were an employee of that company, which the Board needed to be aware of. At this point in time, there was the current contract and one other proposal. Mr. Walters pointed out that an additional bid was received at 4:00 p.m. today, which was \$170,000. The scope was better grade material than in the existing proposal.

Mr. Nargi did not recall Board direction to go out for additional bids and questioned who made the decision, as a great deal of money was spent without Board direction, which he had a problem with. Mr. Finley recalled from November to present, the US Shingle bid was not all encompassing. At the February meeting, the Board discussed paying for it out of the capital reserve, as the insurance company did not approve the claim and in March, the Board took action to move forward with the contract. Now they were revisiting something that should have already been started. Mr. Walters was disappointed with the entire process and apologized for not being a bigger part of this process, as he thought it was a repair job and an insurance claim, but it was actually one of the most expensive bids that they had and the Board was not provided with all of the information. He reviewed the Scope of Services, spent the last two days learning about

roofing and contacted every bidder and manufacturer of the products. The proposal from Best Price Roofing was for snap lock saturated panel, 24-gauge metal roof with a 10-year workmanship and lifetime manufacturer warranty. However, when he called the manufacturer, Tri County Metals (TCM), they did not warranty the product when the roof was installed within 1,500 feet of saltwater, making the bid null and void. Mr. Finley disputed this, as he just put a metal roof on his home with the same product and was provided with a 40-year warranty. Mr. Nargi questioned what body of water was 1,500 feet away. Mr. Walters stated there were many saltwater waterways and a brackish lagoon behind the Clubhouse. His point was that there was a bid that was \$70,000 lower, which had material that was salt rated.

*\*Mr. Leventry joined the meeting at 7:25 p.m.*

Mr. Leventry explained that the reason for the new bids was that the insurance company denied most of their claims. He wanted to rescind the Best Price Roofing bid, as there were less expensive bids that meet the structural engineer's requirements and agreed with the comments made by Mr. Walters. Furthermore, he was disappointed in US Shingle, as they stated that their proposal met the scope, when it did not. They needed to get the roof fixed at the least amount of money with the best qualified company. There were bids on the table, which the Board should consider. Mr. Rodriguez appreciated Mr. Walters researching this matter, as the Board needed to consider the warranty, but there was a current contract and a permit, versus going with another company, as the process could take at least two to three months, including closing of the pool. Mr. Walters requested that the engineer verify the warranty and that the materials were of the best quality and that the Board listen to the structural engineer that was hired for the roof. A Commercial Construction Consultant for Best Price Roofing, noted there was no such thing as a salt water rated roof affecting the warranty and felt that was inaccurate information. They could use Gavalume®, which was rated for coastal applications. An aluminum roof was more expensive, which was susceptible to hail and temperature swings. However, the majority of roofs in this community were made of Gavalume®. Mr. Leventry pointed out that this was an outside vendor getting paid by a vendor and preferred that the engineer answer these questions.

Mr. Walters was disappointed that the roof was not fixed and wanted to do the repair right the first time. Mr. Finley questioned why the District hired the structural engineer, as it did not have to do with the structure. The community wanted the roof to be fixed and if Best Price Roofing was \$70,000 more, this decision was made because time was of the essence. They were

under contract with them and it should move forward. Mr. Walters disagreed, as he did not have all of the information that he needed to make the decision at the time and it was a mistake. Mr. Rodriguez preferred to keep what they have, as they made a deposit, were under contract, had a permit and a viable construction plan, pending the District Engineers investigation. Mr. Leventry could not in good conscience, move forward with Best Price Roofing under any circumstances, as they caused damage to the roof when re-tarpping it, mistakes were made in this bid process and the Board was lied to about whether people were paid vendors. Mr. Nargi argued that Mr. Leventry was questioning his ethics. Mr. Leventry wanted to accept the fact that it involved the ethical implications and huge mistakes were made. However, out of the five Board Members, only three wanted to proceed with Best Price Roofing. Mr. Nargi pointed out that all five Board Members wanted the roof to be fixed. Mr. Leventry had a problem awarding \$250,000 to a company that received this contract in an underhanded way and was furious that the Board discussed this matter. He preferred the proposal from BRSD, as it was \$210,000, he spoke with them, they were going to do the entire roof and the engineer deemed that the materials were good.

Mr. Leventry MOVED to terminate the Best Price Roofing contract and entering into a contract with BRSD Roofing and Mr. Walters seconded the motion.
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Mr. Finley did not see any timeframe on when BRSD could start and did not see any type of plan. Mr. Walters spoke to them today and they confirmed that the job would start within 30 days. The pool would still be open, but some access points would need to be closed. Mr. Nargi understood the Chairman's frustration, but everything was conjecture until they had proof. The bottom line was the Board made a decision, voted, but as time progressed, someone unraveled it. He wanted the roof to be fixed and did not want to wait until September to make a decision. Mr. Finley pointed out that they were under contract and someone needed to prove that the contract was null and void, as he was tired of the drama in this community.

On VOICE VOTE with Mr. Leventry and Mr. Walters in favor and Mr. Rodriguez, Mr. Finley and Mr. Nargi dissenting, terminating the contract with Best Price Roofing and entering into a contract with BRSD Roofing was not approved. (Motion Failed 2-3).
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Mr. Nargi requested that Ms. Palmer ensure that the proper materials were being used. Mr. Finley questioned how many panels were being used to do all of the roofing, the price per panel, whether they could use Gavalume®, whether they were using a DCM lock fastening system, whether it was salt water applicable, the type of underlayment they were using, the grade and whether they were using 1 inch or 1.5 inch standing seams.

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor holding up the current contract with Best Price Roofing, if the structural engineer finds the material quoted is not viable was approved.

**I. Easement Encroachment**

**1. 624 MiraBay Drive**

Ms. Ferguson presented an Easement Encroachment Agreement for 624 MiraBay Drive, which was included in the agenda package and approved by the District Engineer and legal staff.

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor the easement encroachment at 624 MiraBay Drive was approved.

**J. Consideration of Proposal from Kim's Landscape & Lawncare to Provide Hurricane Restoration (Area #4)**

Ms. Ferguson presented a proposal from Kim's Landscape & Lawncare to provide hurricane restoration for Area #4, which was included in the agenda package. Mr. Kim appreciated that the Board approve this expenditure, as he worked hard every day to make this community beautiful and saved the District money. Mr. Lee pointed out there were two different hurricanes and damage that Mr. Kim had to clean up. There was a Board request to break up the invoices into different phases. This invoice was for one of those areas.

On MOTION by Mr. Finley seconded by Mr. Nargi with all in favor the Proposal from Kim's Landscape & Lawncare to Provide Hurricane Restoration in the amount of \$34,150 was approved.

**K. Acceptance of Annual Audit Report for Fiscal Year 2024**

Ms. Ferguson presented the Annual Audit Report for Fiscal Year 2024, which was included in the agenda package. Mr. Mossing reported that it was a clean audit, as the auditor found no deficiencies in internal controls and the District was compliant with the various statutes. There were no findings or recommendations. The fund balance increased by \$740,000 for Fiscal Year 2024, which combined with the Recreation and General Fund, provided a total ending fund balance of \$3,615,000. Mr. Walters questioned the financial health of the community. Mr. Mossing confirmed that it was very good. Mr. Finley noted a snapshot on Page 5 and questioned what drove the 2023 to 2024 change from \$4.5 million to \$6.8 million and under expenses, why there was a change of \$853,000 to \$569,000 for General Government. Mr. Mossing explained that these were the government wide financials, which were accounted for differently and would provide an answer to those questions via email.

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor the Fiscal Year 2024 Annual Audit Report was approved.

*\*Mr. Leventry left the meeting at this time.*

**FIFTH ORDER OF BUSINESS****Staff Reports****A. District Counsel****1. TECO Demand Letter**

Ms. Reiss reported that according to Mr. Isley, some of the lights in the community were not being maintained. The District had an agreement with TECO to maintain the lights, but Mr. Isley had not been able to get anyone to come out and take care of it. As a result, she sent TECO a demand letter, which was included in the agenda package, demanding that they come out and fix the lights or the District would withhold payment, which they have not yet responded to.

**2. 714 Islebay Drive (Unapproved Boat Lift)****3. 5718 Sea Turtle Place (Unapproved Boat Lift)**

Ms. Reiss reported that two suspension letters were sent for an unapproved boat lift; one to 714 Islebay Drive and one to 5718 Sea Turtle Place., which were included in the agenda package. They would have hearings in a month for the suspensions, unless they submitted an application. There was no response at this time. Regarding the insurance claims, the insurance company did not approve all of the items in the claim, but they did approve some of them. She



sent the Engineer's Report to the insurance company and talked to them about having the engineers come to a consensus on the covered items, but in the interim, she would like to get the undisputed items paid. The total amount that they agreed to pay on the approved items was \$186,581.88 and was working with GMS to confirm that the approved amount was correct. A Proof of Law would need to be signed by the District, in order for them to issue that payment.

On MOTION by Mr. Nargi seconded by Mr. Walters with all in favor authorization for the Chairman to sign the Proof of Loss with the insurance company to issue payment on the undisputed items was approved.

Mr. Nargi questioned why the Tampa Port Authority (TPA) did not discover the unapproved boat lifts. Ms. Reiss reported that she was informed by Ms. Palmer and Mr. Isley that alterations were made to these boat lifts that were not approved. Mr. Nargi was informed by Ms. Palmer that the one at 714 Islebay Drive did not impede navigation. They only added two poles, which was common in this community. They would just have to submit the proper paperwork and TPA would sign off on it. Ms. Palmer had the paperwork; however, she did not have the paperwork for 5718 Sea Turtle Place.

#### **4. Update on Lifeguard Slide Issue**

Ms. Reiss recalled that the Board decided last month to proceed with slide, without requiring the full staffing of two attendants. GMS reached out to the District's insurance carrier, EGIS, to confirm whether there would be an impact on the premium, as it was previously represented that there would not be an impact on the premium regardless of the staffing. EGIS indicated that they were not presented the question about the premium in the past, but if the slide was open without staffing, there could be an increase in the premium next year, but would not make a change in the current premium year. However, they did encourage compliance with manufacturer requirements. Mr. Nargi asked if Mr. Walters had any comments since this was his request. Mr. Walters did not have anything further, as the Board voted and there was a policy in place. The District had an agreement with GMS, to staff their amenities. The Board voted to provide the same number and financial obligation towards the lifeguards and. It was up to GMS on how to man the slide. Mr. Mossing pointed out that GMS had concerns with the slide being

open without it being manned. Mr. Finley voiced concern that it would increase their insurance premiums. Mr. Nargi felt that GMS should have come to the Board for discussion. Mr. Rodriguez agreed with Mr. Walters that it was up to GMS to staff it.

**B. District Engineer**

**1. Discussion of Dock & Lift Applications**

**a. 829 Islebay Drive**

**b. 714 Islebay Drive**

Ms. Palmer presented two dock and lift applications; one for 829 Islebay Drive and the other for 714 Islebay Drive, which were included in the agenda package.

On MOTION by Mr. Nargi seconded by Mr. Finley with all in favor the dock and lift application for 714 Islebay Drive was approved.

Ms. Palmer explained that the dock and lift application for 829 Islebay Drive, was to move the lift out by 15 feet and install a platform, because the water in that area of the canal was too low for them to launch their boat. Mr. Nargi discussed this with Ms. Palmer and it did not interfere with navigation.

Mr. Finley MOVED to approve the dock and lift application for 829 Islebay Drive and Mr. Nargi seconded the motion.

Mr. Walters asked if they were setting a precedent. Ms. Palmer confirmed that it was not setting a precedent, as the water was shallow in this area. Mr. Nargi pointed out that they were moving the pilings 5 feet.

On VOICE VOTE with all in favor the dock and lift application for 829 Islebay Drive was approved.

**2. Discussion of French Drain Along US 41**

Ms. Palmer reported that she and the Drainage Engineer reviewed the French drain along US 41. There were several different options. The French drain proposal could work, but because it was such a long French drain, it would get clogged up without maintenance, but with proper

maintenance, it could be maintained. It could also be re-graded, but they would need surveys to design the grade, to ensure that it was draining. She did not see any issues with the drainage structure, other than debris would need to be cleaned out and there were no issues with the drain under US 41. Mr. Nargi pointed out that either way, they needed a survey. Ms. Palmer recommended a survey, as there were many utilities, which would cost \$5,000.

Mr. Nargi MOVED to approve a not-to-exceed amount of \$5,000 for a survey for a French drain along US 41 and Mr. Finley seconded the motion.

Mr. Finley pointed out that there was never a water issue but agreed to have the survey as there were many cable, water and sewer lines. However, he suggested working with the county. Ms. Palmer indicated depending on what they find, they could contact FDOT and try to get money for damages, but it was a long and complicated process.

On VOICE VOTE with all in favor approving a not-to-exceed amount of \$5,000 for a survey for a French drain along US 41 was approved.

### **C. District Manager**

Ms. Ferguson was informed by Mr. Isley that there was a new field staff member. The dog stations were being brought in-house and requested that the Board terminate the current contract with Doody Calls. Mr. Finley requested that Mr. Isley keep a running list of everything that was taken in-house.

On MOTION by Mr. Nargi seconded by Mr. Walters with all in favor terminating the current contract with Doody Calls was approved.

Ms. Ferguson was working with on-site staff, attending some of the events and working on the day-do-day operations and public records requests. Regarding Mr. Finley's question regarding the audit, Mr. Mossing referred to Page 12 of the audit, which he would discuss further with Mr. Finley after the meeting.

**D. Onsite Managers Reports**

- 1. Director of Operations Report**
- 2. Youth Coordinator Report**
- 3. Lifestyle Associate Report**

Ms. Wilson presented the Onsite Managers, Youth Coordinator and Lifestyle Associate Reports, which were included in the agenda package. They were adapting and getting ready for Summer, by opening up the café, having additional hours and making sure that they have the staff. The biggest news was on the youth program side, they hit a goal for the end of June of \$62,000 in youth programs revenue, on June 17th. Summer camp seems to be going well with the kids. As of last week, they had 65 children and with the different schedules that they had, it continued to increase. They currently had a wait list. Staff had done a great job with the different events that they had recently with Father's Day. They were getting ready for Build-A-Burger tomorrow and the annual luau on Saturday. She was taking as much resident feedback as she could and figure out where they could make changes, to best enhance the resident experience continuously. They just completed the stairs and it turned out well. They were looking at ways to maintain them. Mr. Walters stated they look good.

**4. Field Operations Manager Report**

- a. Bayside Dredging Report & Estimate**
- b. Consideration of Proposals for a New Canopy**

Mr. Isley presented the Field Operations Manager Report, which was included in the agenda package. The bridge light repair on Manns Harbor Drive, was finally completed. It was brought in-house. The lights cost \$950 each. There was a savings of \$16,000 by keeping it in-house. One light had an electrical issue and would be repaired by an Electrician. They were replacing all of the slings on the pool chairs at the main pool. New pads were installed on the basketball courts. Mr. Nargi recalled purchasing new lounge chairs. Mr. Isley indicated there was no warranty. Last month, they contacted the person that they used for their canopies, to place one between the new pickleball courts and Court 2, as the amount was under his spending authority. The one between Courts 4 and 5 was removed, so that the structure could be repainted. The frames are being built on Monday and the fabric should arrive in two weeks. This should satisfy all of the complaints about shade. Another circulation pump went down at the main pool. They had extras on the shelf and swapped it out. Some flush valves were replaced on toilets. Their motors were up and running. He was still waiting to hear back from Blue Water on an updated

quote to change the cleaning of the barnacles on the intakes in the fountains from six months of the year to every other week, to keep repair costs down. All of the paver repairs were completed. However, leaving MiraBay Boulevard toward US 41, there were some large indentions and water pooling, which he was getting a quote for. In addition, when going through the north gate on the visitor side, there was still water retention. Mr. Kim and his irrigation team did a jack and bore, which released all of that water pressure into the retention pond on the back side of the wall.

Mr. Walters questioned the upkeep of the tennis courts. Mr. Isley reported that he received an email from a couple of homeowners, which was forwarded to the amenity side. Dave was on vacation, but he had someone who maintained them, who went out with him to look at everything on the list of complaints, which had been resolved. With hard true clay courts, when there were heavy rains, everything that was not clogged, was now clogged. Mr. Finley requested that gate strike signs be installed at Manns Harbor Drive and MiraBay Boulevard. Mr. Finley recalled that the committee that revised the Amenities Handbook, recommended installing signs stating the rules at the basketball court, tennis and pickleball court doors. Mr. Isley pointed out that he was waiting for the Pickleball Rules, why were tabled for the July meeting. For the past few months, he was working with the sign company. It was on their project list. There were many aging signs and signs that did not match. Regarding the dredging of the canal, Mr. Nargi pointed out that the middle of the canal was supposed to be 7 feet, but there were areas that were -3 or -4 on the tidal side, which would cause boating safety issues and questioned what they could do to force the owner to dredge, to ensure the safety of boaters. Ms. Reiss indicated that Park Square owned the canals and the District could make a demand to them.

## **SIXTH ORDER OF BUSINESS**

### **Consent**

### **Agenda**

### **Items/Business**

#### **Administration**

- A. Minutes of the May 15, 2025 Meeting**
- B. May 2025 Check Register**
- C. May 2025 Financial Statements**
- D. Discussion of Dock Applications**
  - 1. 5708 Tybee Island Drive**
  - 2. 994 Signet Drive**

Ms. Ferguson presented the minutes of the May 15, 2025 meeting, May 2025 Check Register, Financial Statements through May 31, 2025 and dock applications, which were included in the agenda package.

On MOTION by Mr. Walters seconded by Mr. Finley with all in favor the consent agenda items as stated above were approved.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Walters requested allowing water at the pool, as long as they were in sealed tumblers.

Mr. Walters MOVED to allow water at the pool in sealed tumblers and Mr. Rodriguez seconded the motion.

Mr. Nargi asked if it would put pressure on enforcement. Mr. Walters indicated that GMS would have the ability to handle any disruptions. Mr. Finley preferred that people use plastic water bottles, as people could put alcohol in tumblers. Mr. Isley recalled a State Law that water must be in a plastic clear bottle. Mr. Rodriguez liked the idea but did not want staff to open tumblers and sniff it.

On VOICE VOTE with Mr. Walters and Mr. Rodriguez in favor and Mr. Nargi and Mr. Finley dissenting, allowing water at the pool, as long as they were in sealed tumblers was not approved. (Motion Failed 2-2)

Mr. Nargi thought that it was a great idea, but they needed to take baby steps and requested that Mr. Isley look into it. *There was Board consensus for Mr. Isley to look into the State and local rules.* Mr. Rodriguez thanked staff for the job that they were doing. Mr. Finley noted the turmoil that was taking place in the last couple of weeks and requested a legal opinion on the Evergreen Fund. In addition, on the 2026 adopted budget, the numbers for the youth programs and community outreach, did not line up. Mr. Nargi was sick and tired of staff not coming back to the Board to get direction or a vote and vendors were calling other vendors to tell them what to do, which they never allowed. He was also livid that their District password was given out without Board direction and bids not being approved by the Board. Therefore, he

wanted to go out for Request for Proposals (RFP) for District management and amenity management services.

Mr. Nargi MOVED to issue a Request for Proposals for District Management and amenity management services and Mr. Finley seconded the motion.

Mr. Walters felt that it was a mistake, as GMS had been a substantial upgrade from Vesta, who did a poor job. Things were better and they should continue to work with GMS, as they provided better service and saved money. Mr. Rodriguez felt that GMS was doing a good job and an RFP did not mean that GMS would not remain as their District management company but was not opposed to seeing what else was out there. Mr. Finley heard about the password issue and believed that it was a line that should not have been crossed. The bottom line was that the District owned the server, hardware, and software and something like this happening outside of the Board's direction, was very concerning. An RFP would send a shot across the bow that those actions were unacceptable and would not be tolerated.

On VOICE VOTE with Mr. Rodriguez, Mr. Nargi and Mr. Finley in favor and Mr. Walters dissenting, issuing a Request for Proposals for District Management and amenity management services was approved. (Motion Passed 3-1)

Mr. Nargi proposed going out for RFP for District Counsel services to see what else was out there.

Mr. Nargi MOVED to issue a Request for Proposals for District Counsel services and Mr. Finley seconded the motion.

Mr. Walters disagreed as Ms. Reiss did a great job and bills were down compared to their prior legal counsel. Mr. Rodriguez agreed but was not opposed to seeing what else was out there. Mr. Finley felt that Ms. Reiss did a great job, but when it comes to integrity, that was a line that was crossed. Regarding the password issue, Ms. Reiss explained that GMS was trying to continue operations that needed access to the field operations. They were unable to access it

immediately, because they did not have someone onsite and the only way to access it, was through the laptop that was onsite at the Amenity Center. Staff contacted her and she questioned the ramifications of sharing the password. If there was something that was going to expose other parts of the system, she was not aware of it. The sharing of the password was on a temporary basis, with the understanding that it would be changed, once the access was not needed. It was anticipated to be needed on a short-term basis. Mr. Finley questioned why District Counsel and GMS were involved with getting the password to begin with. Mr. Isley indicated he called Ms. Reiss for advice. Mr. Nargi pointed out that it should have come before the Board, because the District owned the server.

On VOICE VOTE with Mr. Rodriguez, Mr. Nargi and Mr. Finley in favor and Mr. Walters dissenting, issuing a Request for Proposals for District Counsel services was approved. (Motion Passed 3-1)

Mr. Nargi requested Board direction to authorize Mr. Mike Gallo to reset the Field Manager's email account at 9:15 p.m. on June 19, 2025 and a statement on when the server was compromised, to make sure there were no alterations.

On MOTION by Mr. Nargi seconded by Mr. Finley with Mr. Rodriguez, Mr. Nargi and Mr. Finley in favor and Mr. Walters dissenting, authorizing Mr. Mike Gallo to reset the Field Manager's email account at 9:15 p.m. on June 19, 2025 and include a statement on when the server was compromised, to ensure there were no alterations was approved. (Motion Passed 3-1)

- **General Audience Comments (Added)**

*\*\*\*This Portion of the Transcript was Verbatim at the Request of the Board.\*\*\**

Ms. Carley: Ms. Brenda Carley of 446 Islebay Drive. In the last couple of days, it has been raining a lot. Who takes care of the drainage on Islebay Drive? During the hurricanes, it got really flooded and I can see that there is a lot of water around the drains. Who takes care of that?

Mr. Nargi: Well, you got to give it a chance to go down. Do you think the drains are clogged?



Ms. Carley: I think so, but then I could be wrong. I'm no engineer. I just live here. We had a lot of rain last night.

Mr. Nargi: Mark, you guys check the drains, right?

Mr. Isley: Yes. Last year, we had the jettors out here. I've been working with Amy on a bunch of other stuff that has popped up.

Ms. Palmer: We can put a camera down there and take a look at it.

Mr. Nargi: Do you think it's too slow?

Ms. Carley: There was a lot of standing water, after it rained.

Mr. Nargi: Residents can take a picture and send something to Mark right away.

Mr. Finley: Brenda, real quick. We've had some ginormous rainstorms and the water table is so high, it's going to take longer to shed. Just coming down Islebay Drive to the meeting tonight, the water was three feet out from the curb. It's draining, but if its high tide, it's a slower process. But that's a good point. We always have to check the storm drains to make sure they're not clogged. Thank you.

Mr. Volbrecht: John, again. I think it's kind of silly coming up here with all of the stuff going on, but I just wanted to be clear. There are three concrete culverts that are blocked, because weeds are blocking the drainage in there. Park Square didn't do their job of reporting it or whatnot. That is drainage that comes from our stormwater and from that neighborhood. It is filled with weeds and causes a problem for the neighborhood. So please take a look at it. It's on Pages 23 and 16 of the agenda. This meeting is coming to a close, but I would really hope that it's something that's brought up at the next meeting. The culverts are blocked.

Mr. Nargi: Mark, you can take care of this tomorrow?

Mr. Isley: Oh, yeah. I've already looked at it with Michelle and Amy to confirm what it was, because it was not on our pond map. When we got the ponds from Park Square during the conveyance, it wasn't listed as a pond. To be honest, I didn't even know that it was one.

Mr. Nargi: Is that the one you listed as phantom pond?

Mr. Isley: Yes. I believe it was listed as a drainage easement.

Mr. Nargi: Yes.

Mr. Volbrecht: It is listed as one, because that's what Park Square either did or didn't list it as when it was done. We're talking about what it is now or what was done. There is the

wetland area and then there are these ponds that are around there. We have pictures of when it was built out and there's drainage going into that pond area.

Mr. Nargi: Okay, John, he's got it. Amy, are you guys?

Ms. Palmer: Yeah.

Mr. Nargi: Okay.

Ms. Palmer: If necessary, I can contact SWFWMD and we can see what we can do about it. If that's okay with the Board.

Mr. Nargi: I don't see a problem with that. As a taxpayer funded regulatory agency, they should be able to help us.

Ms. Palmer: Definitely.

Mr. Mossing was disappointed with the motion that the Board made tonight to go out for RFP for management services, as GMS worked hard and did a great job, especially with the changes that they made. Ms. Wilson did a great job and he apologized for her having to sit there and listen to the Board attack her. Therefore, GMS was resigning effective today for 60 days. Mr. Nargi recalled Mr. Mossing promising the Board that the District Manager would only be focused on MiraBay, but that was not the case. Mr. Walters hoped to have a conversation next month when everyone calmed down.

*\*Mr. Leventry joined the meeting at this time.*

Mr. Leventry pointed out that none of these items were on the agenda and there should not be a vote unless public comments were taken, which there were none. The fact that the Board was having this discussion, while he was out of town, was completely unacceptable and lowered the standard of the District. GMS did a great job for the past four years and Ms. Lansford was gone for less than a month. While there was a dip in service, voting GMS out was crazy. In addition, legal counsel lowered expenses for the past two years by \$100,000 and fixed multiple contracts. The Supervisor who had a personal issue with legal counsel, was in charge of firing them. Those votes should not have been allowed and he was extremely disappointed in the Board. He was on vacation, but if he was there, this never would have happened. An argument ensued between Mr. Nargi and Mr. Leventry and if the votes going out for RFP for District management and legal services passed, Mr. Leventry threatened to file an ethics complaint with the State.

**EIGHTH ORDER OF BUSINESS**

**Next Board Meeting is Scheduled for July 17, 2025 at 6:00 p.m.**

The next meeting was scheduled for July 17, 2025 at 6:00 p.m.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Walters seconded by Mr. Leventry with Mr. Rodriguez, Mr. Nargi, Mr. Walters and Mr. Leventry in favor and Mr. Finley dissenting the meeting was adjourned at 9:43 p.m.
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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION VI

## Subsection B

**Harbor Bay**  
**Community Development District**  
Check Register Summary & ACH Debit Summary  
June 1, 2025 through June 30, 2025

Fund	Date	Check #'s/Vendor	Amount
<b><u>Check Register</u></b>			
<i>General Fund- BankUnited</i>			
	06/11/25	6593-6617	\$ 217,482.40
	06/19/25	6618-6625	\$ 11,259.08
	06/20/25	6626-6630	\$ 1,400.00
	06/26/25	6631-6644	\$ 13,135.62
		Subtotal General Fund	<u>\$ 243,277.10</u>
<i>Mira Bay Fund- BankUnited</i>			
	06/11/25	5591-5610	\$ 83,283.81
	06/19/25	5611-5617	\$ 2,246.62
	06/26/25	5618-5620	\$ 1,307.40
		Subtotal Mira Bay Fund	<u>\$ 86,837.83</u>
<i>Evergreen Fund- BankUnited</i>			
	06/11/25	5168-5169	\$ 2,160.00
	06/26/25	5170	\$ 280.00
		Subtotal Evergreen Fund	<u>\$ 2,440.00</u>
<i>Capital Reserve Fund- BankUnited</i>			
	06/11/25	5060	\$ 55,300.00
		Subtotal Capital Reserve Fund	<u>\$ 55,300.00</u>
<b>Total Check Register</b>			<b>\$ 387,854.93</b>

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	7/16/25	PAGE	1
*** CHECK DATES 06/01/2025 - 06/30/2025 ***														
HARBOR BAY-GENERAL FUND														
BANK A GENERAL FUND BU														
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME		STATUS	AMOUNT	....CHECK.....			
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS			AMOUNT		#	
6/11/25	00219	4/30/25	LTAM1078	202504	330	57200	51215		*	152.96				
			SUPPLIES											
		5/28/25	LTAM1081	202505	330	57200	51215		*	152.96				
			SUPPLIES											
		6/04/25	LTAM1082	202506	330	57200	51215		*	156.86				
			SUPPLIES											
								ALSCO				462.78	006593	
6/11/25	00184	5/31/25	33036	202505	310	51300	31500		*	19,513.00				
			ATTORNEY FEES											
								APPLETON REISS, PLLC				19,513.00	006594	
6/11/25	00207	5/31/25	33644	202505	320	53900	45400		*	3,075.00				
			MAY25	POND MAINTENANCE										
								BLUE WATER AQUATICS, INC.				3,075.00	006595	
6/11/25	00046	5/30/25	42322089	202505	330	57200	51210		*	1,220.33				
			SUPPLIES											
		6/05/25	42328986	202506	330	57200	51210		*	1,287.17				
			SUPPLIES											
								CINTAS				2,507.50	006596	
6/11/25	00117	5/31/25	308	202505	320	53900	46000		*	2,200.00				
			PRESSURE WASH YRLY CONTRA											
								CORE PRESSURE & SEALING				2,200.00	006597	
6/11/25	00170	5/31/25	4798112	202505	330	57200	44000		*	69.00				
			WS 12000 ICE											
								CULLIGAN WATER				69.00	006598	
6/11/25	00213	5/15/25	92738	202505	330	57200	46016		*	1,416.50				
			COURT MAINT 5/16-5/31											
		5/29/25	92739	202506	330	57200	46016		*	1,416.50				
			COURT MAINTENANCE6/1-6/15											
								DESPARD RACQUET SPORTS				2,833.00	006599	
6/11/25	00210	5/31/25	PAR-0316	202505	330	57200	51300		*	3,078.00				
			PET STATION SERVICE											
								DOODYCALLS OF PARRISH FL				3,078.00	006600	
6/11/25	00005	6/02/25	756036	202506	320	53800	34500		*	13,917.59				
			MONITORING SERVICES JULY											
								ENVERA				13,917.59	006601	
6/11/25	00009	5/25/25	239-100-	202505	330	57200	41000		*	2,444.38				
			MAY25 INTERNET											
								FRONTIER				2,444.38	006602	
-----														
HB CD HARBOR BAY CDD SHENNING														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/11/25	00040	6/05/25 54	202506 310-51300-34000			*	10,158.33	
		MGMT FEES JUNE25						
		6/05/25 54	202506 310-51300-34010			*	4,571.25	
		MGMT FEES JUNE25						
		6/05/25 54	202506 310-51300-35100			*	541.67	
		WEBSITE MAINT JUNE25						
		6/05/25 54	202506 310-51300-31300			*	441.67	
		DISSEMINATION AGENT JUNE						
		6/05/25 54	202506 330-57200-51200			*	9,053.00	
		JANITORIAL JUNE25						
		6/05/25 54	202506 320-57200-12000			*	31,699.08	
		ONSITE STAFFING JUNE25						
		6/05/25 54	202506 330-57200-12100			*	3,185.25	
		LIFEGUARDS						
		6/05/25 54	202506 310-51300-49000			*	64.00	
		VRC STORAGE						
		6/05/25 54	202506 330-57200-51000			*	57.78	
		AMAZON COMPUTER CHARGERS						
			GOVERNMENTAL MANAGEMENT SERVICES-TP					59,772.03 006603
6/11/25	00232	5/20/25 7164	202505 330-57200-46005			*	6,901.56	
		BAYLIGHT FIXTURE INSTALL						
			L.K. INDUSTRIAL SERVICES INC.					6,901.56 006604
6/11/25	00139	11/21/24 NOV06635	202411 320-53900-46208			*	1,750.00	
		TREE REMOVAL						
		2/08/25 FEB06672	202502 320-53900-46205			*	2,725.24	
		IRRIGATION REPAIRS						
		5/17/25 MAY06727	202505 320-53900-46200			*	1,800.00	
		TREE TRIMMING						
		5/21/25 MAY06728	202505 320-53900-46205			*	3,415.75	
		IRRIGATION REPAIRS						
		5/26/25 MAY06729	202505 320-53900-46209			*	250.00	
		CLUBHOUSE POTS						
		5/30/25 MAY06732	202505 320-53900-46200			*	39,083.33	
		LANDSCAPE MAINTENANCE						
		5/30/25 MAY06732	202505 320-53900-46207			*	2,083.33	
		LANDSCAPE MAINTENANCE						
		5/30/25 MAY06733	202505 320-53900-46211			*	500.00	
		WATER USE PERMIT MAY25						
		5/30/25 MAY06734	202505 320-53900-46201			*	22,800.00	
		TURFGRASS MGMT MAY25						
		5/30/25 MAY06735	202505 320-53900-46205			*	5,000.00	
		IRRIGATION MGMT MAY25						
		6/04/25 JUNE0673	202506 320-53900-46208			*	2,000.00	
		REMOVE PALM TREES						
			LEE TE KIM LAWN CARE & NURSERY					81,407.65 006605
			HBCD HARBOR BAY CDD SHENNING					

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/16/25 PAGE 3  
 \*\*\* CHECK DATES 06/01/2025 - 06/30/2025 \*\*\* HARBOR BAY-GENERAL FUND  
 BANK A GENERAL FUND BU

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/11/25	00130	6/11/25 25	202505 310-51300-31100	ENGINEERING FEES	*	3,675.00	
6/11/25		6/11/25 25	202505 310-51300-31101	ENGINEERING FEES	*	675.00	
6/11/25		6/11/25 25	202505 310-51300-31103	ENGINEERING FEES	*	350.00	
							4,700.00 006606
6/11/25	00090	5/22/25 36367	202505 320-53900-47100	LOOP DETECTOR REPAIR	*	357.61	
							357.61 006607
6/11/25	00037	5/30/25 00004811	202505 300-15500-10000	FLOOD INSURANCE	*	2,764.00	
							2,764.00 006608
6/11/25	00014	6/10/25 91642	202506 310-51300-31505	ATTORNEY FEES	*	105.00	
							105.00 006609
6/11/25	00171	5/09/25 245987	202505 330-57200-46100	MAINTENANCE FEE	*	145.00	
		5/13/25 245963	202505 330-57200-46100	MAINTENANCE FEE	*	145.00	
		5/21/25 245975	202505 330-57200-46100	MACHINE ASSEMBLY	*	244.02	
							534.02 006610
6/11/25	00017	5/17/25 0696-001	202506 320-53100-43005	WASTE/RECYCLING	*	1,590.67	
							1,590.67 006611
6/11/25	00003	6/01/25 81069196	202506 330-57200-46008	PREVENTATIVE MAINTENANCE	*	263.00	
							263.00 006612
6/11/25	00022	5/23/25 05232025	202505 320-53900-47100	MAINTENANCE	*	2,500.00	
							2,500.00 006613
6/11/25	00007	12/10/24 45518503	202412 330-57200-43510	PEST CONTROL	*	725.78	
		2/04/25 45711609	202502 330-57200-43510	PEST CONTROL	*	725.78	
		2/25/25 45711609	202502 330-57200-43510	PEST CONTROL	*	725.78	

HB CD HARBOR BAY CDD SHENNING



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/28/25	45518503 202502 330-57200-43510	PEST CONTROL	*	725.78	
		5/31/25	46017650 202505 330-57200-43510	PEST CONTROL	*	739.57	
				TERMINIX PROCESSING CENTER			3,642.69 006614
6/11/25	00233	5/22/25	0032092 202505 330-57200-45310	POOL MAINTENANCE	*	1,025.00	
		5/29/25	3200056 202505 330-57200-45310	POOL MAINTENANCE	*	767.50	
		5/29/25	3200058 202505 330-57200-45310	POOL MAINTENANCE	*	265.00	
		6/05/25	3200131- 202506 330-57200-45310	POOL MAINTENANCE	*	532.50	
				TRIANGLE POOL SERVICES			2,590.00 006615
6/11/25	00104	6/01/25	47614 202506 310-51300-35100	WEBSITE MAINTENANCE	*	200.00	
				VENTURESIN.COM, INC.			200.00 006616
6/11/25	00123	5/02/25	50342054 202505 330-57200-42500	KYOCERA PRINTER	*	53.92	
				WELLS FARGO VENDOR FINANCIAL SVC			53.92 006617
6/19/25	00219	6/11/25	LTAM1083 202506 330-57200-51215	SUPPLIES	*	152.96	
				ALSCO			152.96 006618
6/19/25	00113	6/05/25	1889 202506 330-57200-46003	CONDENSER FAN REPAIR	*	2,155.00	
				ANGELIC AIR SERVICES INC			2,155.00 006619
6/19/25	00207	3/31/25	33281 202503 320-53900-45100	MONTHLY POND MAINTENANCE	*	2,955.00	
				BLUE WATER AQUATICS, INC.			2,955.00 006620
6/19/25	00046	5/15/25	42306716 202505 330-57200-51210	SUPPLIES	*	766.95	
		6/12/25	42336450 202506 330-57200-51210	SUPPLIES	*	766.95	
				CINTAS			1,533.90 006621
6/19/25	00139	6/10/25	JUNE0674 202506 320-53900-46205	IRRIGATION REPAIRS	*	1,217.76	
				LEE TE KIM LAWN CARE & NURSERY			1,217.76 006622
				HB CD HARBOR BAY CDD SHENNING			

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/16/25 PAGE 5  
 \*\*\* CHECK DATES 06/01/2025 - 06/30/2025 \*\*\* HARBOR BAY-GENERAL FUND  
 BANK A GENERAL FUND BU

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/19/25	00171	6/11/25 246055	202506 330-57200-46100	EQUIPMENT REPAIR	*	550.06	
		6/11/25 246058	202506 330-57200-46100	MAINTENANCE FEE	*	145.00	
							695.06 006623
-----							
6/19/25	00226	5/14/25 INV9-981	202505 330-57200-46004	SIGNAGE UPDATE	*	1,794.40	
							1,794.40 006624
-----							
6/19/25	00233	6/12/25 320184	202506 330-57200-45310	POOL MAINTENANCE SUPPLIES	*	755.00	
							755.00 006625
-----							
6/20/25	00028	4/29/25 DL042920	202504 310-51300-11000	BOS 4/29/25	*	200.00	
		5/15/25 DL051520	202505 310-51300-11000	BOS 5/15/25	*	200.00	
							400.00 006626
-----							
6/20/25	00145	4/29/25 DW042920	202504 310-51300-11000	BOS 4/29/25	*	200.00	
		5/15/25 DW051520	202505 310-51300-11000	BOS 5/15/25	*	200.00	
							400.00 006627
-----							
6/20/25	00030	4/29/25 MR042920	202504 310-51300-11000	BOS 4/29/25	*	200.00	
		5/15/25 MR051520	202505 310-51300-11000	BOS 5/15/25	*	200.00	
		4/29/25 MR042920	202504 310-51300-11000	BOS 4/29/25	V	200.00-	
		5/15/25 MR051520	202505 310-51300-11000	BOS 5/15/25	V	200.00-	
							.00 006628
-----							
6/20/25	00216	4/29/25 SF042920	202504 310-51300-11000	BOS 4/29/25	*	200.00	
		5/15/25 SF051520	202505 310-51300-11000	BOS 5/15/25	*	200.00	
							400.00 006629
-----							
6/20/25	00031	4/29/25 TN042920	202504 310-51300-11000	BOS 4/29/25	*	200.00	
							200.00 006630
-----							

HB CD HARBOR BAY CDD SHENNING

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/26/25	00219	6/18/25 LTAM1084	202506 330-57200-51215	SUPPLIES	*	152.96	
			ALSCO				152.96 006631
6/26/25	00046	6/19/25 42343719	202506 330-57200-51210	SUPPLIES	*	728.69	
			CINTAS				728.69 006632
6/26/25	00117	6/17/25 313	202506 320-53900-46000	BRICK PAVER RPR	*	2,500.00	
			CORE PRESSURE & SEALING				2,500.00 006633
6/26/25	00028	6/19/25 DL061920	202506 310-51300-11000	BOS 6/19/25	*	200.00	
			DANIEL LEVENTRY				200.00 006634
6/26/25	00145	6/19/25 DW061920	202506 310-51300-11000	BOS 6/19/25	*	200.00	
			DEAN WALTERS				200.00 006635
6/26/25	00213	6/18/25 92740	202506 330-57200-46016	COURT MAINT	*	1,416.50	
			DESPARD RACQUET SPORTS				1,416.50 006636
6/26/25	00005	6/16/25 756936	202506 320-53800-34500	MONITORING SVCS	*	72.00	
			ENVERA				72.00 006637
6/26/25	00139	6/12/25 JUNE0674	202506 320-53900-46205	GUARD GATE AREA	*	3,000.00	
			LEE TE KIM LAWN CARE & NURSERY				3,000.00 006638
6/26/25	00090	6/19/25 36449	202506 320-53900-47100	SVC CALL	*	215.00	
			MAIN GATE ENTERPRISE				215.00 006639
6/26/25	00142	6/19/25 MR061920	202506 310-51300-11000	BOS 6/19/25	*	200.00	
			MICHAEL RODRIGUEZ				200.00 006640
6/26/25	00037	6/13/25 30893723	202506 300-15500-10000	INSURANCE RENEWAL	*	2,764.00	
			NATIONAL GENERAL INSURANCE COMPANY				2,764.00 006641
6/26/25	00216	6/19/25 SF061920	202506 310-51300-11000	BOS 6/19/25	*	200.00	
			STEVE FINLEY				200.00 006642

HBCD HARBOR BAY CDD SHENNING

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/16/25 PAGE 7  
 \*\*\* CHECK DATES 06/01/2025 - 06/30/2025 \*\*\* HARBOR BAY-GENERAL FUND  
 BANK A GENERAL FUND BU

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/26/25	00031	6/19/25 TN061920	202506 310-51300-11000		*	200.00	
		BOS 6/19/25		TIM NARGI			200.00 006643
6/26/25	00060	6/10/25 81259	202506 330-57200-46006		*	1,286.47	
		REPLACEMENT TINES		WELCH TENNIS COURTS, INC.			1,286.47 006644
TOTAL FOR BANK A						243,277.10	
TOTAL FOR REGISTER						243,277.10	

HBCD HARBOR BAY CDD SHENNING

# SECTION VI

## Subsection C

***Harbor Bay***  
***Community Development District***

***Unaudited Financial Reporting***  
***June 30, 2025***



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**Harbor Bay**  
**Community Development District**  
Balance Sheet  
June 30, 2025

	<i>Governmental Fund Types</i>					<i>Total</i>
	<i>General Fund</i>	<i>Mira Bay Fund</i>	<i>Evergreen Fund</i>	<i>Capital Reserve</i>	<i>Debt Service</i>	<i>Governmental Funds</i>
<b><u>Assets</u></b>						
Cash	\$169,989	\$98,028	\$17,453	\$76,685	---	\$362,155
Due from Other Funds	\$436,875	---	---	---	\$17,882	\$454,757
Due from Mira Bay Fund	\$3,466	---	---	---	---	\$3,466
Due from Evergreen Fund	\$1,582	---	---	---	---	\$1,582
<b><u>Inventory:</u></b>						
Outfitters	---	\$4,265	---	---	---	\$4,265
Café	---	\$5,435	---	---	---	\$5,435
Beverage	---	\$11,235	---	---	---	\$11,235
Supplies	---	\$1,319	---	---	---	\$1,319
<b><u>Investments:</u></b>						
FL FIT	\$1,139,568	---	\$203,995	\$2,834,818	---	\$4,178,380
<b><u>Series 2019A:</u></b>						
Reserve	---	---	---	---	\$931,008	\$931,008
Revenue	---	---	---	---	\$478,694	\$478,694
Prepayment A-1	---	---	---	---	\$424	\$424
Prepayment A-2 Area 1	---	---	---	---	\$522	\$522
Prepayment A-2 Area 2	---	---	---	---	\$207	\$207
Prepaid Expenses	\$73,745	\$2,503	---	---	---	\$76,249
<b>Total Assets</b>	<b>\$1,825,224</b>	<b>\$122,785</b>	<b>\$221,447</b>	<b>\$2,911,503</b>	<b>\$1,428,738</b>	<b>\$6,509,698</b>
<b><u>Liabilities</u></b>						
Accounts Payable	\$206,849	\$4,518	\$2,160	\$36,650	---	\$250,177
Accrued Expenses	\$31,019	---	---	---	---	\$31,019
Due to General Fund	---	\$3,466	\$1,582	\$436,875	---	\$441,922
Due to Debt Service	\$17,882	---	---	---	---	\$17,882
Sales Tax Payable	---	\$2,142	---	---	---	\$2,142
Tips Payable	---	\$645	---	---	---	\$645
Deposits	---	\$100	---	---	---	\$100
<b><u>Fund Equity</u></b>						
Fund Balances						
Nonspendable- Prepaid	\$73,745	\$2,503	---	---	---	\$76,249
Nonspendable- Reserved	\$526,255	---	---	---	---	\$526,255
Restricted for Debt Service	---	---	---	---	\$1,428,738	\$1,428,738
Restricted for Capital Reserve	---	---	---	\$2,437,979	---	\$2,437,979
Unassigned	\$969,474	\$109,411	\$217,705	---	---	\$1,296,590
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$1,825,224</b>	<b>\$122,785</b>	<b>\$221,447</b>	<b>\$2,911,503</b>	<b>\$1,428,738</b>	<b>\$6,509,698</b>



**Harbor Bay**  
**Community Development District**  
 General Fund  
 Statement of Revenues & Expenditures  
 For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actuals 6/30/25	Variance
Special Assessments- Tax Roll	\$ 4,307,805	\$ 4,307,805	\$ 4,317,317	\$ 9,512
Contributions-Park Square	\$ -	\$ -	\$ 309,480	\$ 309,480
Interest Income	\$ 82,000	\$ 61,500	\$ 62,291	\$ 791
Miscellaneous Income	\$ 15,000	\$ 11,250	\$ 11,822	\$ 572
<b>Total Revenue</b>	<b>\$ 4,404,805</b>	<b>\$ 4,380,555</b>	<b>\$ 4,700,910</b>	<b>\$ 320,355</b>
<b>Expenditures</b>				
<u><b>Administrative</b></u>				
Supervisor Fees	\$ 13,000	\$ 9,750	\$ 8,600	\$ 1,150
District Management	\$ 121,900	\$ 91,425	\$ 91,425	\$ 0
District Engineer	\$ 115,000	\$ 86,250	\$ 38,158	\$ 48,093
District Engineer-Special	\$ -	\$ -	\$ 31,738	\$ (31,738)
Disclosure Report	\$ 5,300	\$ 3,975	\$ 4,475	\$ (500)
Trustee Fees	\$ 7,100	\$ 5,325	\$ 5,253	\$ 72
Financial & Revenue Collection	\$ 9,143	\$ 6,857	\$ 6,857	\$ (0)
Accounting Services	\$ 54,855	\$ 41,141	\$ 41,141	\$ -
Auditing Services	\$ 4,800	\$ 4,700	\$ 4,700	\$ -
Arbitrage Rebate Calculation	\$ 650	\$ 488	\$ -	\$ 488
Miscellaneous Mailings	\$ 700	\$ 525	\$ 827	\$ (302)
Public Officials Liability Insurance	\$ 6,224	\$ 4,668	\$ 4,736	\$ (68)
Legal Advertising	\$ 7,000	\$ 5,250	\$ 4,339	\$ 911
Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -
Miscellaneous Fees	\$ 1,000	\$ 750	\$ 1,861	\$ (1,111)
Property Taxes	\$ 4,500	\$ 4,500	\$ 3,799	\$ 701
Website Hosting, Maintenance, & Backup	\$ 8,930	\$ 6,698	\$ 6,705	\$ (8)
District Counsel	\$ 140,000	\$ 105,000	\$ 109,674	\$ (4,674)
District Counsel-Special Counsel	\$ 7,000	\$ 5,250	\$ 13,216	\$ (7,966)
<b>Administration Subtotal</b>	<b>\$ 507,277</b>	<b>\$ 382,727</b>	<b>\$ 377,678</b>	<b>\$ 5,048</b>
<u><b>Field Operations</b></u>				
<b>Security Services</b>				
Security Operations (Remote Security)	\$ 202,386	\$ 151,790	\$ 160,178	\$ (8,388)
<b>Utility Services</b>				
Street Lights	\$ 150,000	\$ 112,500	\$ 113,042	\$ (542)
Utility- Recreation Facilities	\$ 115,000	\$ 86,250	\$ 67,926	\$ 18,324
Utility- Guardhouse & Gate Electric	\$ 4,000	\$ 3,000	\$ 2,406	\$ 594
Utility- Irrigation	\$ 21,000	\$ 15,750	\$ 17,385	\$ (1,635)
Utility- Gas Services	\$ 4,000	\$ 3,000	\$ 3,795	\$ (795)
Garbage- Recreation Facility	\$ 11,500	\$ 8,625	\$ 12,056	\$ (3,431)
Water/Sewer- Amenities	\$ 35,000	\$ 26,250	\$ 17,371	\$ 8,879
Water/Sewer- Irrigation	\$ 17,500	\$ 13,125	\$ 14,324	\$ (1,199)
<b>Stormwater Control</b>				
Aquatic Maintenance	\$ 35,940	\$ 26,955	\$ 16,588	\$ 10,367
Fountain Maintenance	\$ 2,500	\$ 1,875	\$ 36,570	\$ (34,695)
Mitigation Area Monitoring & Maintenance	\$ -	\$ -	\$ 6,544	\$ (6,544)
<b>Other Physical Environment</b>				
General Liability & Property Insurance	\$ 165,000	\$ 123,750	\$ 140,442	\$ (16,692)
Flood Insurance	\$ 7,230	\$ 5,423	\$ 2,909	\$ 2,514
Miscellaneous Maintenance	\$ 25,000	\$ 18,750	\$ 27,000	\$ (8,250)
Landscape Maintenance-(TurfGrass)	\$ 273,600	\$ 205,200	\$ 205,200	\$ -
Landscape Maintenance-LT Kim	\$ 469,000	\$ 351,750	\$ 351,750	\$ 0
Landscape Annuals-LT Kim	\$ 25,000	\$ 18,750	\$ 36,750	\$ (18,000)
Landscape Plant Installation-LT Kim	\$ 50,000	\$ 37,500	\$ 25,625	\$ 11,875
Landscape Mulch-LT Kim	\$ 82,500	\$ 61,875	\$ -	\$ 61,875
Landscape Maintenance-Contingency	\$ 100,250	\$ 75,188	\$ 15,097	\$ 60,091
Landscape Irrigation-LT Kim	\$ 60,000	\$ 45,000	\$ 45,000	\$ -
Irrigation Repairs & Maintenance	\$ 35,000	\$ 26,250	\$ 23,603	\$ 2,647
Landscape Maintenance-Park Square	\$ -	\$ -	\$ 309,480	\$ (309,480)
Water Management Monitoring & Reporting-LT Kim	\$ 6,000	\$ 4,500	\$ 4,500	\$ -
Landscape Replacement- Plants, Shrubs, Trees	\$ 50,000	\$ 37,500	\$ 14,650	\$ 22,850
<b>Road &amp; Street Facilities</b>				
Street/Parking Lot Sweeping	\$ 15,000	\$ 11,250	\$ 6,990	\$ 4,260
Maintenance (Asphalt & Gate)	\$ 15,000	\$ 11,250	\$ 24,844	\$ (13,594)
<b>Field Operations Subtotal</b>	<b>\$ 1,977,406</b>	<b>\$ 1,483,055</b>	<b>\$ 1,702,024</b>	<b>\$ (218,969)</b>

**Harbor Bay**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actuals 6/30/25	Variance
<u><b>Parks &amp; Recreation</b></u>				
Onsite Staffing/Employment	\$ 350,033	\$ 262,525	\$ 285,262	\$ (22,737)
Maintenance Supplies	\$ 5,000	\$ 3,750	\$ 11,182	\$ (7,432)
Repairs and Maintenance	\$ 25,000	\$ 18,750	\$ 27,842	\$ (9,092)
Janitorial Services	\$ 84,554	\$ 63,416	\$ 81,772	\$ (18,357)
Service Truck Repairs & Maintenance (GEM)	\$ 1,000	\$ 750	\$ 1,753	\$ (1,003)
Computer Support/Maintenance	\$ -	\$ -	\$ 3,718	\$ (3,718)
Pest Control	\$ 14,000	\$ 10,500	\$ 8,254	\$ 2,246
Rentals & Leases	\$ -	\$ -	\$ 276	\$ (276)
Cleaning Supplies	\$ -	\$ -	\$ 25,344	\$ (25,344)
Pool Operations & Maintenance	\$ 60,000	\$ 45,000	\$ 61,449	\$ (16,449)
Pool Amenity Lifeguards	\$ 85,877	\$ 64,408	\$ 28,667	\$ 35,741
Facility A/C & Heating Maintenance & Repair	\$ 7,350	\$ 5,513	\$ 12,114	\$ (6,602)
Laundry, Towels, Linens	\$ -	\$ -	\$ 5,379	\$ (5,379)
Sign Maintenance & Repair	\$ 3,090	\$ 2,318	\$ 4,416	\$ (2,099)
Printing Supplies	\$ 4,120	\$ 3,090	\$ 1,364	\$ 1,726
Office Supplies	\$ 2,000	\$ 1,500	\$ 6,959	\$ (5,459)
Playground Repairs	\$ 10,000	\$ 7,500	\$ 1,299	\$ 6,201
Telephone/Internet- Gate, Boat Lift & Club	\$ 38,940	\$ 29,205	\$ 28,481	\$ 724
Boat Lift Sling Repairs & Maintenance	\$ 13,000	\$ 9,750	\$ 8,482	\$ 1,268
Holiday Decorations	\$ 20,000	\$ 20,000	\$ 19,119	\$ 881
Tennis Court Maintenance & Supplies	\$ 4,600	\$ 3,450	\$ 8,277	\$ (4,827)
Tennis Court Maintenance Personnel	\$ 57,730	\$ 43,298	\$ 27,588	\$ 15,710
Refrigeration Equipment Maintenance & Repair	\$ -	\$ -	\$ 3,406	\$ (3,406)
Basketball Court Maintenance & Supplies	\$ 2,500	\$ 1,875	\$ 8,914	\$ (7,039)
Fitness Equipment Maintenance & Repair	\$ -	\$ -	\$ 9,026	\$ (9,026)
Elevator Maintenance	\$ 3,156	\$ 2,367	\$ 4,905	\$ (2,538)
Dog Waste Station Supplies	\$ 9,800	\$ 7,350	\$ 22,171	\$ (14,821)
<b>Parks &amp; Recreation Subtotal</b>	<b>\$ 801,750</b>	<b>\$ 606,313</b>	<b>\$ 707,420</b>	<b>\$ (101,107)</b>
<u><b>Admiral Point Operations</b></u>				
Pool Operation & Maintenance	\$ 8,500	\$ 6,375	\$ 2,445	\$ 3,930
Electric- Amenity Facilities	\$ 25,000	\$ 18,750	\$ 14,575	\$ 4,175
Water/Sewer- Amenity Facility	\$ 5,000	\$ 3,750	\$ 4,633	\$ (883)
Clubhouse Pest Control	\$ 840	\$ 630	\$ -	\$ 630
Dues, License, & Subscriptions	\$ 2,130	\$ 1,598	\$ 1,829	\$ (232)
Furniture, Fixtures, & Equipment	\$ 1,000	\$ 750	\$ 4,495	\$ (3,745)
<b>Total Amenity Center</b>	<b>\$ 42,470</b>	<b>\$ 31,853</b>	<b>\$ 27,977</b>	<b>\$ 3,875</b>
<u><b>Contingency &amp; Capital Projects</b></u>				
Miscellaneous Contingency	\$ 100,000	\$ 75,000	\$ 19,500	\$ 55,500
<b>Contingency &amp; Capital Projects Subtotal</b>	<b>\$ 100,000</b>	<b>\$ 75,000</b>	<b>\$ 19,500</b>	<b>\$ 55,500</b>
<b>Total Expenditures</b>	<b>\$ 3,428,903</b>	<b>\$ 2,578,946</b>	<b>\$ 2,834,599</b>	<b>\$ (255,653)</b>
<b>Operating Income (Loss)</b>	<b>\$ 975,902</b>	<b>\$ 1,801,609</b>	<b>\$ 1,866,311</b>	<b>\$ 64,702</b>
<u><b>Other Sources/(Uses)</b></u>				
Interfund Transfer Out - Capital Reserve	\$ (755,600)	\$ (755,600)	\$ (755,600)	\$ -
Interfund Transfer Out - Mira Bay Fund	\$ (313,265)	\$ (313,265)	\$ (393,800)	\$ (80,535)
<b>Total Other Sources/(Uses)</b>	<b>\$ (1,068,865)</b>	<b>\$ (1,068,865)</b>	<b>\$ (1,149,400)</b>	<b>\$ (80,535)</b>
<b>Excess Revenues / (Expenditures)</b>	<b>\$ (92,963)</b>		<b>\$ 716,911</b>	
<b>Beginning Fund Balance</b>	<b>\$ 92,963</b>		<b>\$ 852,563</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>		<b>\$ 1,569,474</b>	

**Harbor Bay**  
**Community Development District**

Month by Month- General Fund  
For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues</b>													
Special Assessments- Tax Roll	\$ -	\$ 180,397	\$ 2,269,641	\$ 1,487,794	\$ 128,902	\$ 60,151	\$ 116,734	\$ 32,527	\$ 41,172	\$ -	\$ -	\$ -	\$ 4,317,317
Contributions-Park Square	\$ 152,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,050	\$ -	\$ -	\$ -	\$ -	\$ 309,480
Interest Income	\$ 4,218	\$ 1,804	\$ 6,240	\$ 11,528	\$ 10,662	\$ 9,627	\$ 7,366	\$ 6,286	\$ 4,560	\$ -	\$ -	\$ -	\$ 62,291
Miscellaneous Income	\$ -	\$ 2,315	\$ 400	\$ 2,208	\$ -	\$ 800	\$ 1,200	\$ 4,900	\$ -	\$ -	\$ -	\$ -	\$ 11,822
<b>Total Revenue</b>	<b>\$ 156,648</b>	<b>\$ 184,516</b>	<b>\$ 2,276,281</b>	<b>\$ 1,501,530</b>	<b>\$ 139,564</b>	<b>\$ 70,578</b>	<b>\$ 125,299</b>	<b>\$ 200,763</b>	<b>\$ 45,731</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,700,910</b>
<b>Expenditures</b>													
<u>Administrative</u>													
Supervisor Fees	\$ 1,000	\$ 800	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,800	\$ -	\$ -	\$ -	\$ 8,600
District Management	\$ 10,158	\$ 10,158	\$ 10,158	\$ 10,158	\$ 10,158	\$ 10,158	\$ 10,158	\$ 10,158	\$ 10,158	\$ -	\$ -	\$ -	\$ 91,425
District Management-Billed at Hourly Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Engineer	\$ 9,578	\$ -	\$ 5,100	\$ 5,525	\$ 3,200	\$ 4,000	\$ 2,480	\$ 3,675	\$ 4,600	\$ -	\$ -	\$ -	\$ 38,158
District Engineer-Special	\$ -	\$ -	\$ 18,425	\$ 1,450	\$ 4,368	\$ 3,500	\$ 1,550	\$ 1,025	\$ 1,420	\$ -	\$ -	\$ -	\$ 31,738
Disclosure Report	\$ 942	\$ 442	\$ 442	\$ 442	\$ 442	\$ 442	\$ 442	\$ 442	\$ 442	\$ -	\$ -	\$ -	\$ 4,475
Trustee Fees	\$ 584	\$ 584	\$ 584	\$ 584	\$ 584	\$ 584	\$ 584	\$ 584	\$ 584	\$ -	\$ -	\$ -	\$ 5,253
Financial & Revenue Collection	\$ 762	\$ 762	\$ 762	\$ 762	\$ 762	\$ 762	\$ 762	\$ 762	\$ 762	\$ -	\$ -	\$ -	\$ 6,857
Accounting Services	\$ 4,571	\$ 4,571	\$ 4,571	\$ 4,571	\$ 4,571	\$ 4,571	\$ 4,571	\$ 4,571	\$ 4,571	\$ -	\$ -	\$ -	\$ 41,141
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700
Arbitrage Rebate Calculation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Mailings	\$ -	\$ 150	\$ 45	\$ 13	\$ 465	\$ 52	\$ 87	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ 827
Public Officials Liability Insurance	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ -	\$ -	\$ -	\$ 4,736
Legal Advertising	\$ 195	\$ 85	\$ 147	\$ -	\$ 223	\$ 63	\$ 3,040	\$ 72	\$ 514	\$ -	\$ -	\$ -	\$ 4,339
Dues, Licenses & Fees	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Miscellaneous Fees	\$ 238	\$ 57	\$ -	\$ 1,348	\$ 60	\$ 64	\$ 28	\$ -	\$ 64	\$ -	\$ -	\$ -	\$ 1,861
Property Taxes	\$ -	\$ -	\$ 3,799	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,799
Website Hosting, Maintenance, & Backup	\$ 742	\$ 742	\$ 742	\$ 772	\$ 742	\$ 742	\$ 742	\$ 742	\$ 742	\$ -	\$ -	\$ -	\$ 6,705
District Counsel	\$ 10,408	\$ 7,491	\$ 8,387	\$ 10,000	\$ 15,345	\$ 11,412	\$ 12,117	\$ 19,513	\$ 15,000	\$ -	\$ -	\$ -	\$ 109,674
District Counsel	\$ 490	\$ 350	\$ 1,817	\$ 375	\$ 1,346	\$ 7,964	\$ 629	\$ 140	\$ 105	\$ -	\$ -	\$ -	\$ 13,216
<b>Administration Subtotal</b>	<b>\$ 40,369</b>	<b>\$ 26,719</b>	<b>\$ 56,505</b>	<b>\$ 37,526</b>	<b>\$ 43,792</b>	<b>\$ 45,840</b>	<b>\$ 42,416</b>	<b>\$ 43,225</b>	<b>\$ 41,288</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 377,678</b>

**Harbor Bay**  
**Community Development District**

Month by Month- General Fund  
For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Field Operations</i>													
<b>Security Services</b>													
Security Operations (Remote Security)	\$ 18,760	\$ 17,627	\$ 18,520	\$ 17,447	\$ 17,501	\$ 17,714	\$ 17,501	\$ 17,600	\$ 17,510	\$ -	\$ -	\$ -	\$ 160,178
<b>Utility Services</b>													
Street Lights	\$ 12,764	\$ 12,764	\$ 12,764	\$ 12,539	\$ 12,539	\$ 12,597	\$ 12,597	\$ 12,597	\$ 11,880	\$ -	\$ -	\$ -	\$ 113,042
Utility- Recreation Facilities	\$ 6,580	\$ 6,244	\$ 5,016	\$ 6,194	\$ 5,959	\$ 8,317	\$ 9,809	\$ 9,611	\$ 10,196	\$ -	\$ -	\$ -	\$ 67,926
Utility- Guardhouse & Gate Electric	\$ 215	\$ 218	\$ 243	\$ 264	\$ 224	\$ 272	\$ 288	\$ 314	\$ 370	\$ -	\$ -	\$ -	\$ 2,406
Utility- Irrigation	\$ 1,371	\$ 1,954	\$ 1,898	\$ 2,445	\$ 1,787	\$ 1,830	\$ 1,713	\$ 2,406	\$ 1,981	\$ -	\$ -	\$ -	\$ 17,385
Utility- Gas Services	\$ 361	\$ 359	\$ 337	\$ 432	\$ 459	\$ 452	\$ 448	\$ 464	\$ 482	\$ -	\$ -	\$ -	\$ 3,795
Garbage- Recreation Facility	\$ 1,060	\$ 1,076	\$ 1,194	\$ 1,212	\$ 1,474	\$ 1,313	\$ 1,771	\$ 1,366	\$ 1,591	\$ -	\$ -	\$ -	\$ 12,056
Water/Sewer- Amenities	\$ 1,578	\$ 1,834	\$ 1,740	\$ 1,633	\$ 1,848	\$ 1,785	\$ 2,251	\$ 2,360	\$ 2,341	\$ -	\$ -	\$ -	\$ 17,371
Water/Sewer- Irrigation	\$ 1,022	\$ 1,636	\$ 1,827	\$ 2,282	\$ 1,711	\$ 1,331	\$ 1,892	\$ 1,734	\$ 891	\$ -	\$ -	\$ -	\$ 14,324
<b>Stormwater Control</b>													
Aquatic Maintenance	\$ 2,955	\$ 2,955	\$ 2,955	\$ 2,955	\$ 1,813	\$ -	\$ -	\$ -	\$ 2,955	\$ -	\$ -	\$ -	\$ 16,588
Fountain Maintenance	\$ 16,682	\$ -	\$ -	\$ 680	\$ 4,185	\$ 4,968	\$ 3,299	\$ 3,680	\$ 3,075	\$ -	\$ -	\$ -	\$ 36,570
Mitigation Area Monitoring & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245	\$ 6,299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,544
<b>Other Physical Environment</b>													
General Liability & Property Insurance	\$ 15,490	\$ 15,490	\$ 15,490	\$ 15,490	\$ 16,519	\$ 15,490	\$ 15,490	\$ 15,490	\$ 15,490	\$ -	\$ -	\$ -	\$ 140,442
Flood Insurance	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 349	\$ -	\$ -	\$ -	\$ 2,909
Miscellaneous Maintenance	\$ 2,000	\$ -	\$ 2,000	\$ 2,500	\$ 7,000	\$ 2,200	\$ 2,200	\$ 4,400	\$ 4,700	\$ -	\$ -	\$ -	\$ 27,000
Landscape Maintenance-(Turf Grass)	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ -	\$ -	\$ -	\$ 205,200
Landscape Maintenance-LT Kim	\$ 39,083	\$ 39,083	\$ 39,084	\$ 39,083	\$ 39,083	\$ 39,083	\$ 39,083	\$ 40,883	\$ 37,283	\$ -	\$ -	\$ -	\$ 351,750
Landscape Annals-LT Kim	\$ 8,083	\$ 2,083	\$ 2,083	\$ 6,000	\$ 4,167	\$ 2,083	\$ 2,083	\$ 8,083	\$ 2,083	\$ -	\$ -	\$ -	\$ 36,750
Landscape Plant Installation-LT Kim	\$ -	\$ 3,000	\$ 500	\$ -	\$ 5,000	\$ -	\$ 6,375	\$ 4,250	\$ 6,500	\$ -	\$ -	\$ -	\$ 25,625
Landscape Mulch-LT Kim	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance-Fertilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance-Contingency	\$ 4,400	\$ -	\$ -	\$ -	\$ 5,720	\$ -	\$ -	\$ 4,977	\$ -	\$ -	\$ -	\$ -	\$ 15,097
Landscape Irrigation-LT Kim	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 45,000
Irrigation Repairs & Maintenance	\$ 2,556	\$ -	\$ -	\$ 4,508	\$ 2,725	\$ -	\$ 3,500	\$ 6,097	\$ 4,218	\$ -	\$ -	\$ -	\$ 23,603
Landscape Maintenance-Park Square	\$ 152,431	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,050	\$ -	\$ -	\$ -	\$ -	\$ 309,480
Water Management Monitoring & Reporting-LT Kim	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ 4,500
Landscape Replacement- Plants, Shrubs, Trees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,550	\$ 11,100	\$ -	\$ -	\$ -	\$ 14,650
<b>Road &amp; Street Facilities</b>													
Street/Parking Lot Sweeping	\$ -	\$ -	\$ 2,689	\$ 891	\$ 889	\$ -	\$ 901	\$ 1,621	\$ -	\$ -	\$ -	\$ -	\$ 6,990
Maintenance (Asphalt & Gate)	\$ -	\$ -	\$ 14,609	\$ -	\$ 5,996	\$ 1,150	\$ -	\$ 2,858	\$ 231	\$ -	\$ -	\$ -	\$ 24,844
<b>Field Operations Subtotal</b>	<b>\$ 316,012</b>	<b>\$ 134,944</b>	<b>\$ 151,568</b>	<b>\$ 145,175</b>	<b>\$ 165,218</b>	<b>\$ 139,452</b>	<b>\$ 156,121</b>	<b>\$ 330,010</b>	<b>\$ 163,525</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,702,024</b>

**Harbor Bay**  
**Community Development District**

Month by Month- General Fund  
For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i><u>Parks &amp; Recreation</u></i>													
Onsite Staffing/Employment	\$ 31,699	\$ 31,669	\$ 31,699	\$ 31,699	\$ 31,699	\$ 31,699	\$ 31,699	\$ 31,699	\$ 31,699	\$ -	\$ -	\$ -	\$ 285,262
Maintenance Supplies	\$ 1,777	\$ 2,985	\$ 584	\$ 1,177	\$ 1,262	\$ 1,087	\$ 659	\$ 978	\$ 673	\$ -	\$ -	\$ -	\$ 11,182
Repairs and Maintenance	\$ 1,519	\$ 2,659	\$ 722	\$ 611	\$ 4,331	\$ 3,883	\$ 7,043	\$ 3,124	\$ 3,951	\$ -	\$ -	\$ -	\$ 27,842
Janitorial Services	\$ 9,053	\$ 9,053	\$ 9,223	\$ 9,053	\$ 9,053	\$ 9,178	\$ 9,053	\$ 9,053	\$ 9,053	\$ -	\$ -	\$ -	\$ 81,772
Service Truck Repairs & Maintenance (GEM)	\$ 385	\$ 395	\$ 175	\$ -	\$ 343	\$ 359	\$ -	\$ 47	\$ 49	\$ -	\$ -	\$ -	\$ 1,753
Computer Support/Maintenance	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ 2,369	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,718
Pest Control	\$ -	\$ 719	\$ 726	\$ -	\$ 726	\$ -	\$ 1,306	\$ 4,778	\$ -	\$ -	\$ -	\$ -	\$ 8,254
Rentals & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69	\$ 69	\$ 69	\$ 69	\$ -	\$ -	\$ -	\$ 276
Cleaning Supplies	\$ -	\$ 2,607	\$ 2,745	\$ 2,275	\$ 3,730	\$ 2,401	\$ 3,059	\$ 4,171	\$ 4,357	\$ -	\$ -	\$ -	\$ 25,344
Pool Operations & Maintenance	\$ 17,126	\$ 2,912	\$ 3,024	\$ 16,127	\$ 6,405	\$ 3,791	\$ 3,753	\$ 3,594	\$ 4,717	\$ -	\$ -	\$ -	\$ 61,449
Pool Amenity Lifeguards	\$ 3,185	\$ 3,185	\$ 3,185	\$ 3,185	\$ 3,185	\$ 3,185	\$ 3,185	\$ 3,185	\$ 3,185	\$ -	\$ -	\$ -	\$ 28,667
Facility A/C & Heating Maintenance & Repair	\$ 190	\$ -	\$ 1,400	\$ -	\$ -	\$ 1,282	\$ 7,087	\$ -	\$ 2,155	\$ -	\$ -	\$ -	\$ 12,114
Laundry, Towels, Linens	\$ 551	\$ 279	\$ 414	\$ 972	\$ 553	\$ 461	\$ 766	\$ 766	\$ 616	\$ -	\$ -	\$ -	\$ 5,379
Sign Maintenance & Repair	\$ -	\$ 1,905	\$ -	\$ -	\$ 496	\$ -	\$ 221	\$ -	\$ 1,794	\$ -	\$ -	\$ -	\$ 4,416
Printing Supplies	\$ 421	\$ -	\$ -	\$ 286	\$ 180	\$ -	\$ 424	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ 1,364
Office Supplies	\$ -	\$ 6,034	\$ -	\$ -	\$ -	\$ 600	\$ 121	\$ 146	\$ 58	\$ -	\$ -	\$ -	\$ 6,959
Playground Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,299	\$ -	\$ -	\$ -	\$ 1,299
Telephone/Internet- Gate, Boat Lift & Club	\$ 3,481	\$ 3,508	\$ 3,596	\$ 3,256	\$ 1,047	\$ 5,519	\$ 1,245	\$ 5,744	\$ 1,085	\$ -	\$ -	\$ -	\$ 28,481
Boat Lift Sling Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,580	\$ -	\$ 6,902	\$ -	\$ -	\$ -	\$ -	\$ 8,482
Holiday Decorations	\$ 9,000	\$ 706	\$ 9,311	\$ 101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,119
Tennis Court Maintenance & Supplies	\$ 1,478	\$ -	\$ 468	\$ -	\$ 642	\$ 1,468	\$ 2,180	\$ 341	\$ 1,700	\$ -	\$ -	\$ -	\$ 8,277
Tennis Court Maintenance Personnel	\$ 3,170	\$ 3,170	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 2,833	\$ 4,250	\$ -	\$ -	\$ -	\$ 27,588
Equipment Maintenance & Repair	\$ 853	\$ -	\$ 1,352	\$ -	\$ 400	\$ 258	\$ 544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,406
Basketball Court Maintenance & Supplies	\$ -	\$ -	\$ -	\$ -	\$ 4,840	\$ -	\$ 2,979	\$ -	\$ 1,095	\$ -	\$ -	\$ -	\$ 8,914
Fitness Equipment Maintenance & Repair	\$ -	\$ 317	\$ 563	\$ 694	\$ 755	\$ 662	\$ 872	\$ 2,054	\$ 3,110	\$ -	\$ -	\$ -	\$ 9,026
Elevator Maintenance	\$ 263	\$ 263	\$ 263	\$ 263	\$ 263	\$ 2,301	\$ 263	\$ 263	\$ 763	\$ -	\$ -	\$ -	\$ 4,905
Dog Waste Station Supplies	\$ -	\$ 5,368	\$ 2,792	\$ -	\$ 2,822	\$ 5,016	\$ 2,850	\$ 3,078	\$ 246	\$ -	\$ -	\$ -	\$ 22,171
<b>Parks &amp; Recreation Subtotal</b>	<b>\$ 84,151</b>	<b>\$ 77,735</b>	<b>\$ 75,074</b>	<b>\$ 72,981</b>	<b>\$ 76,014</b>	<b>\$ 78,080</b>	<b>\$ 84,582</b>	<b>\$ 82,879</b>	<b>\$ 75,923</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 707,420</b>

**Harbor Bay**  
**Community Development District**  
Month by Month- General Fund  
For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u><i>Admiral Point Operations</i></u>													
Pool Operation & Maintenance	\$ -	\$ 1,500	\$ 254	\$ 122	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,445
Electric- Amenity Facilities	\$ 1,294	\$ 1,356	\$ 1,579	\$ 1,923	\$ 1,679	\$ 1,890	\$ 1,720	\$ 1,573	\$ 1,560	\$ -	\$ -	\$ -	\$ 14,575
Water/Sewer- Amenity Facility	\$ 236	\$ 359	\$ 380	\$ 415	\$ 519	\$ 492	\$ 1,317	\$ 471	\$ 443	\$ -	\$ -	\$ -	\$ 4,633
Clubhouse Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, License, & Subscriptions	\$ -	\$ 138	\$ 1,230	\$ 179	\$ 69	\$ 69	\$ 75	\$ 69	\$ -	\$ -	\$ -	\$ -	\$ 1,829
Furniture, Fixtures, & Equipment	\$ 129	\$ 1,153	\$ -	\$ -	\$ 1,722	\$ -	\$ -	\$ 1,491	\$ -	\$ -	\$ -	\$ -	\$ 4,495
<b>Admiral Point Subtotal</b>	<b>\$ 1,659</b>	<b>\$ 4,506</b>	<b>\$ 3,444</b>	<b>\$ 2,639</b>	<b>\$ 4,559</b>	<b>\$ 2,451</b>	<b>\$ 3,112</b>	<b>\$ 3,604</b>	<b>\$ 2,004</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,977</b>
<u><i>Contingency &amp; Capital Projects</i></u>													
Miscellaneous Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,500	\$ -	\$ -	\$ -	\$ -	\$ 19,500
<b>Contingency &amp; Capital Projects Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,500</b>
<b>Total Expenditures</b>	<b>\$ 442,191</b>	<b>\$ 243,903</b>	<b>\$ 286,590</b>	<b>\$ 258,321</b>	<b>\$ 289,583</b>	<b>\$ 265,823</b>	<b>\$ 286,232</b>	<b>\$ 479,218</b>	<b>\$ 282,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,834,599</b>
<b>Operating Income (Loss)</b>	<b>\$ (285,542)</b>	<b>\$ (59,387)</b>	<b>\$ 1,989,691</b>	<b>\$ 1,243,209</b>	<b>\$ (150,019)</b>	<b>\$ (195,244)</b>	<b>\$ (160,932)</b>	<b>\$ (278,455)</b>	<b>\$ (237,009)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,866,311</b>
<u><i>Other Sources/(Uses)</i></u>													
Interfund Transfer Out- Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ (755,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (755,600)
Interfund Transfer In- Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interfund Transfer Out- Mira Bay Fund	\$ (64,609)	\$ (104,596)	\$ (54,596)	\$ (45,000)	\$ (25,000)	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ -	\$ (393,800)
<b>Total Other Sources/(Uses)</b>	<b>\$ (64,609)</b>	<b>\$ (104,596)</b>	<b>\$ (54,596)</b>	<b>\$ (45,000)</b>	<b>\$ (780,600)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (50,000)</b>	<b>\$ (50,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1,149,400)</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ (350,152)</b>	<b>\$ (163,982)</b>	<b>\$ 1,935,096</b>	<b>\$ 1,198,209</b>	<b>\$ (930,619)</b>	<b>\$ (195,244)</b>	<b>\$ (160,932)</b>	<b>\$ (328,455)</b>	<b>\$ (287,009)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 716,911</b>

**Harbor Bay**  
**Community Development District**  
Mira Bay Fund  
Statement of Revenues & Expenditures  
For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actuals 6/30/25	Variance
<b>Revenue</b>				
Merchandise Sales	\$ 1,200	\$ 900	\$ 7,842	\$ 6,942
Programs-Camps	\$ 108,000	\$ 81,000	\$ 32,066	\$ (48,934)
Programs-After School Care	\$ 20,000	\$ 15,000	\$ 50,274	\$ 35,274
Programs-Youth Other	\$ -	\$ -	\$ 210	\$ 210
Event Income	\$ -	\$ -	\$ 1,577	\$ 1,577
Sponsorship Income	\$ -	\$ -	\$ 7,600	\$ 7,600
Food Sales	\$ 128,000	\$ 96,000	\$ 85,380	\$ (10,620)
Beverage Sales	\$ 16,480	\$ 12,360	\$ 7,532	\$ (4,828)
Beer Sales	\$ 48,410	\$ 36,308	\$ 28,250	\$ (8,057)
Liquor Sales	\$ 56,650	\$ 42,488	\$ 38,514	\$ (3,973)
Wine Sales	\$ 21,630	\$ 16,223	\$ 11,352	\$ (4,871)
Interest Income	\$ 350	\$ 263	\$ 53	\$ (209)
Miscellaneous Income	\$ 300	\$ 225	\$ 517	\$ 292
Proximity Card Replacements	\$ 6,000	\$ 4,500	\$ 5,085	\$ 585
Gate Strike Income	\$ -	\$ -	\$ 6,840	\$ 6,840
Personal Training	\$ 35,000	\$ 26,250	\$ 569	\$ (25,681)
Group Exercise	\$ 25,000	\$ 18,750	\$ 595	\$ (18,155)
Tennis Lessons	\$ 62,500	\$ 46,875	\$ 245	\$ (46,630)
Swim Lessons	\$ -	\$ -	\$ -	\$ -
Merchant User Processing Fees	\$ -	\$ -	\$ -	\$ -
Facility Rental	\$ 37,000	\$ 27,750	\$ 32,490	\$ 4,740
Facility Rental -Bar Services	\$ -	\$ -	\$ 14,547	\$ 14,547
<b>Total Revenue</b>	<b>\$ 566,520</b>	<b>\$ 424,890</b>	<b>\$ 331,539</b>	<b>\$ (93,351)</b>
<b>Expenditures</b>				
<u>General Operating</u>				
Amenities Management	\$ 205,739	\$ 154,304	\$ 234,214	\$ (79,910)
F&B Operations	\$ 132,114	\$ 99,086	\$ 100,676	\$ (1,590)
Uniforms	\$ -	\$ -	\$ 2,205	\$ (2,205)
Postage and Shipping	\$ 300	\$ 225	\$ 194	\$ 31
General Liability Insurance	\$ 9,869	\$ 7,402	\$ 7,510	\$ (108)
Merchandise Retail	\$ 2,000	\$ 1,500	\$ 7,502	\$ (6,002)
Member & Guest Supplies	\$ 65,000	\$ 48,750	\$ 8,295	\$ 40,455
Office Supplies	\$ 3,500	\$ 2,625	\$ 4,020	\$ (1,395)
Access Cards	\$ -	\$ -	\$ 814	\$ (814)
Furniture, Fixtures, & Equipment	\$ 13,000	\$ 9,750	\$ 6,205	\$ 3,545
General Operating	\$ -	\$ -	\$ 9,448	\$ (9,448)
Housekeeping Operating	\$ -	\$ -	\$ 23,990	\$ (23,990)
Marketing & Promotions	\$ 2,000	\$ 1,500	\$ 1,255	\$ 246
Gate Strikes	\$ -	\$ -	\$ 2,700	\$ (2,700)
Employee Recognition	\$ -	\$ -	\$ 1,470	\$ (1,470)
Credit Card Processing	\$ 19,570	\$ 14,678	\$ 12,429	\$ 2,248
<b>General Operating Subtotal</b>	<b>\$ 453,092</b>	<b>\$ 339,819</b>	<b>\$ 422,926</b>	<b>\$ (83,107)</b>
<u>Events</u>				
Harvest Fest	\$ -	\$ -	\$ 14,133	\$ (14,133)
Winter Wonderland	\$ -	\$ -	\$ 14,845	\$ (14,845)
Santa Brunch	\$ -	\$ -	\$ 2,658	\$ (2,658)
Eggstravaganza	\$ -	\$ -	\$ 3,784	\$ (3,784)
Sunday Market	\$ -	\$ -	\$ 1,233	\$ (1,233)
Back to School Bash	\$ -	\$ -	\$ 127	\$ (127)
Other Events	\$ -	\$ -	\$ 22,692	\$ (22,692)
Program Operating	\$ -	\$ -	\$ 3,782	\$ (3,782)
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -
<b>Events Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,253</b>	<b>\$ (63,253)</b>

**Harbor Bay**  
**Community Development District**  
Mira Bay Fund  
Statement of Revenues & Expenditures  
For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actuals 6/30/25	Variance
<u><i>Café</i></u>				
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -
Daily Ops Software	\$ 6,000	\$ 4,500	\$ 2,551	\$ 1,949
Café Operating	\$ 18,334	\$ 13,751	\$ 15,777	\$ (2,027)
COGS- Food	\$ 80,000	\$ 60,000	\$ 58,861	\$ 1,139
COGS- Beverage	\$ 6,562	\$ 4,922	\$ 5,439	\$ (517)
COGS- Beer	\$ 18,900	\$ 14,175	\$ 11,717	\$ 2,458
COGS- Liquor	\$ 15,296	\$ 11,472	\$ 20,546	\$ (9,074)
COGS- Wine	\$ 15,700	\$ 11,775	\$ 7,237	\$ 4,538
COGS- Coffee	\$ -	\$ -	\$ 18,731	\$ (18,731)
COGS- Food Loss (Hurricane)	\$ -	\$ -	\$ 1,824	\$ (1,824)
Food & Fun Events	\$ -	\$ -	\$ 2,025	\$ (2,025)
Continuing Education	\$ -	\$ -	\$ 1,041	\$ (1,041)
Dues and Licenses	\$ -	\$ -	\$ 1,959	\$ (1,959)
<b>Café Subtotal</b>	<b>\$ 160,792</b>	<b>\$ 120,594</b>	<b>\$ 147,708</b>	<b>\$ (27,114)</b>
<u><i>Programs</i></u>				
After School Program	\$ 90,000	\$ 67,500	\$ 2,743	\$ 64,757
Camps	\$ 20,000	\$ 15,000	\$ 6,394	\$ 8,606
Youth Programs	\$ 66,173	\$ 49,630	\$ 486	\$ 49,143
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -
<b>Programs Subtotal</b>	<b>\$ 176,173</b>	<b>\$ 132,130</b>	<b>\$ 9,623</b>	<b>\$ 122,507</b>
<u><i>Aquatics</i></u>				
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -
Lifeguard Supplies	\$ -	\$ -	\$ 2,209	\$ (2,209)
Continuing Education-CPR	\$ -	\$ -	\$ 178	\$ (178)
<b>Aquatics Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,387</b>	<b>\$ (2,387)</b>
<u><i>On-Site Instruction</i></u>				
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -
Tennis Commissions	\$ 43,750	\$ 32,813	\$ -	\$ 32,813
Personal Training Commissions	\$ 26,000	\$ 19,500	\$ -	\$ 19,500
Swim Lesson Commissions	\$ -	\$ -	\$ -	\$ -
Group Fitness Commissions	\$ -	\$ -	\$ -	\$ -
<b>On-Site Instruction Subtotal</b>	<b>\$ 69,750</b>	<b>\$ 52,313</b>	<b>\$ -</b>	<b>\$ 52,313</b>
<u><i>Rentals</i></u>				
Bartending Events	\$ -	\$ -	\$ 6,540	\$ (6,540)
<b>Rentals Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,540</b>	<b>\$ (6,540)</b>
<b>Total Expenditures</b>	<b>\$ 859,807</b>	<b>\$ 644,855</b>	<b>\$ 652,437</b>	<b>\$ (7,582)</b>
<b>Operating Income (Loss)</b>	<b>\$ (293,287)</b>	<b>\$ (219,965)</b>	<b>\$ (320,898)</b>	<b>\$ (100,933)</b>
<u><i>Other Sources/(Uses)</i></u>				
Interfund Transfer In- General Fund	\$ 293,287	\$ 293,287	\$ 393,800	\$ 100,513
<b>Total Other Sources/(Uses)</b>	<b>\$ 293,287</b>	<b>\$ 293,287</b>	<b>\$ 393,800</b>	<b>\$ 100,513</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ -</b>		<b>\$ 72,902</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>		<b>\$ 39,012</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>		<b>\$ 111,915</b>	



**Harbor Bay**  
**Community Development District**  
 Month by Month- Mira Bay Fund  
 For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenue</b>													
Merchandise Sales	\$ 48	\$ 150	\$ 959	\$ 367	\$ 2,238	\$ 1,614	\$ 980	\$ 663	\$ 824	\$ -	\$ -	\$ -	\$ 7,842
Programs-Camps	\$ -	\$ -	\$ 3,082	\$ -	\$ -	\$ -	\$ 810	\$ 6,185	\$ 21,989	\$ -	\$ -	\$ -	\$ 32,066
Programs-After School Care	\$ 5,446	\$ 6,820	\$ 5,810	\$ 10,175	\$ 7,780	\$ 4,585	\$ 5,048	\$ 4,610	\$ -	\$ -	\$ -	\$ -	\$ 50,274
Programs-Youth Other	\$ -	\$ 210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210
Events	\$ -	\$ -	\$ 1,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,577
Sponsorship Income	\$ -	\$ -	\$ -	\$ 1,075	\$ 500	\$ 2,585	\$ 2,940	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 7,600
Food Sales	\$ 4,077	\$ 7,883	\$ 3,796	\$ 4,867	\$ 8,742	\$ 12,680	\$ 14,247	\$ 13,792	\$ 15,295	\$ -	\$ -	\$ -	\$ 85,380
Beverage Sales	\$ 589	\$ 774	\$ 450	\$ 459	\$ 642	\$ 952	\$ 1,017	\$ 1,252	\$ 1,397	\$ -	\$ -	\$ -	\$ 7,532
Beer Sales	\$ 1,449	\$ 3,567	\$ 1,612	\$ 1,316	\$ 2,539	\$ 4,500	\$ 5,091	\$ 4,381	\$ 3,797	\$ -	\$ -	\$ -	\$ 28,250
Liquor Sales	\$ 2,654	\$ 7,705	\$ 4,014	\$ 1,654	\$ 2,434	\$ 5,934	\$ 4,639	\$ 4,445	\$ 5,036	\$ -	\$ -	\$ -	\$ 38,514
Wine Sales	\$ 773	\$ 1,349	\$ 681	\$ 758	\$ 1,668	\$ 1,893	\$ 1,686	\$ 1,374	\$ 1,172	\$ -	\$ -	\$ -	\$ 11,352
Interest Income	\$ 7	\$ 3	\$ 6	\$ 7	\$ 8	\$ 5	\$ 4	\$ 5	\$ 8	\$ -	\$ -	\$ -	\$ 53
Miscellaneous Income	\$ 41	\$ 50	\$ 128	\$ 25	\$ 46	\$ 101	\$ 30	\$ 30	\$ 66	\$ -	\$ -	\$ -	\$ 517
Proximity Card Replacements	\$ 75	\$ 225	\$ 150	\$ 300	\$ 705	\$ 630	\$ 1,290	\$ 1,110	\$ 600	\$ -	\$ -	\$ -	\$ 5,085
Personal Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297	\$ 98	\$ 174	\$ -	\$ -	\$ -	\$ 569
Group Exercise	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129	\$ -	\$ 279	\$ 188	\$ -	\$ -	\$ -	\$ 595
Tennis Lessons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91	\$ 55	\$ 99	\$ -	\$ -	\$ -	\$ 245
Swim Lessons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gate Strikes	\$ -	\$ -	\$ 51	\$ -	\$ 51	\$ 51	\$ 51	\$ 1,000	\$ 5,638	\$ -	\$ -	\$ -	\$ 6,840
Merchant User Processing Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Rental	\$ 1,285	\$ 2,465	\$ 2,000	\$ 4,579	\$ 5,410	\$ 5,150	\$ 3,716	\$ 2,320	\$ 5,565	\$ -	\$ -	\$ -	\$ 32,490
Facility Rental-Bar Services	\$ 793	\$ 2,946	\$ 1,132	\$ 3,215	\$ 61	\$ 641	\$ 1,094	\$ 945	\$ 3,720	\$ -	\$ -	\$ -	\$ 14,547
<b>Total Revenue</b>	<b>\$ 17,238</b>	<b>\$ 34,145</b>	<b>\$ 25,447</b>	<b>\$ 28,796</b>	<b>\$ 32,823</b>	<b>\$ 41,448</b>	<b>\$ 43,031</b>	<b>\$ 43,044</b>	<b>\$ 65,567</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 331,539</b>

**Expenditures**General Operating

Amenities Management	\$ 26,024	\$ 26,024	\$ 26,024	\$ 26,024	\$ 26,024	\$ 26,024	\$ 26,024	\$ 26,024	\$ 26,024	\$ -	\$ -	\$ -	\$ 234,214
F&B Operations	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ 11,186	\$ -	\$ -	\$ -	\$ 100,676
Uniforms	\$ 547	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 191	\$ 38	\$ 1,104	\$ 325	\$ -	\$ -	\$ 2,205
Postage and Shipping	\$ -	\$ -	\$ -	\$ -	\$ 59	\$ 36	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 194
General Liability Insurance	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ -	\$ -	\$ -	\$ 7,510
Merchandise Retail	\$ 1,086	\$ 555	\$ 1,728	\$ 422	\$ 481	\$ 185	\$ 937	\$ 2,110	\$ -	\$ -	\$ -	\$ -	\$ 7,502
Member & Guest Supplies	\$ 1,354	\$ 489	\$ 513	\$ 3,267	\$ 290	\$ 113	\$ 1,397	\$ 310	\$ 562	\$ -	\$ -	\$ -	\$ 8,295
Office Supplies	\$ 1,078	\$ 456	\$ 505	\$ 290	\$ 330	\$ 866	\$ 175	\$ 187	\$ 133	\$ -	\$ -	\$ -	\$ 4,020
Access Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 814	\$ -	\$ -	\$ -	\$ -	\$ 814
Furniture, Fixtures, & Equipment	\$ 293	\$ -	\$ 125	\$ 100	\$ 5,058	\$ (1,211)	\$ 1,184	\$ -	\$ 656	\$ -	\$ -	\$ -	\$ 6,205
General Operating	\$ -	\$ 1,936	\$ 1,428	\$ 903	\$ 515	\$ 551	\$ 521	\$ 2,876	\$ 718	\$ -	\$ -	\$ -	\$ 9,448
Housekeeping Operating	\$ 2,911	\$ 2,218	\$ 1,895	\$ 2,775	\$ 2,264	\$ 2,194	\$ 2,585	\$ 4,207	\$ 2,942	\$ -	\$ -	\$ -	\$ 23,990
Marketing & Promotions	\$ 926	\$ -	\$ 9	\$ -	\$ -	\$ 320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,255
Gate Strikes	\$ -	\$ -	\$ 1,150	\$ -	\$ -	\$ 450	\$ 100	\$ 400	\$ 600	\$ -	\$ -	\$ -	\$ 2,700
Employee Recognition	\$ 185	\$ -	\$ 884	\$ 64	\$ 11	\$ 24	\$ 155	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ 1,470
Credit Card Processing	\$ 833	\$ 1,357	\$ 996	\$ 1,089	\$ 1,271	\$ 1,710	\$ 1,731	\$ 1,761	\$ 1,681	\$ -	\$ -	\$ -	\$ 12,429
<b>General Operating Subtotal</b>	<b>\$ 47,256</b>	<b>\$ 45,056</b>	<b>\$ 47,276</b>	<b>\$ 46,955</b>	<b>\$ 48,322</b>	<b>\$ 43,472</b>	<b>\$ 46,868</b>	<b>\$ 51,961</b>	<b>\$ 45,760</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 422,926</b>

Events

Harvest Fest	\$ 9,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,151	\$ 1,650	\$ 500	\$ -	\$ -	\$ -	\$ 14,133
Winter Wonderland	\$ -	\$ 804	\$ 9,859	\$ (746)	\$ -	\$ -	\$ 2,404	\$ -	\$ 2,524	\$ -	\$ -	\$ -	\$ 14,845
Santa Brunch	\$ -	\$ 124	\$ 2,494	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,658
Eggstravaganza	\$ -	\$ -	\$ 1,292	\$ -	\$ -	\$ -	\$ 2,492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,784
Sunday Market	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ 262	\$ 758	\$ 186	\$ -	\$ -	\$ -	\$ -	\$ 1,233
Back to School Bash	\$ -	\$ -	\$ -	\$ 127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127
Other Events	\$ -	\$ 22	\$ 1,236	\$ 5,878	\$ 1,566	\$ 2,576	\$ 3,434	\$ 1,917	\$ 6,063	\$ -	\$ -	\$ -	\$ 22,692
Program Operating	\$ 1,400	\$ 1,272	\$ (40)	\$ 284	\$ 665	\$ 112	\$ 42	\$ 48	\$ -	\$ -	\$ -	\$ -	\$ 3,782
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Events Subtotal</b>	<b>\$ 11,233</b>	<b>\$ 2,223</b>	<b>\$ 14,841</b>	<b>\$ 5,542</b>	<b>\$ 2,296</b>	<b>\$ 2,950</b>	<b>\$ 11,281</b>	<b>\$ 3,801</b>	<b>\$ 9,087</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,253</b>

**Harbor Bay**  
**Community Development District**  
 Month by Month- Mira Bay Fund  
 For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i><u>Café</u></i>													
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Daily Ops Software	\$ 561	\$ 135	\$ 69	\$ 141	\$ 141	\$ 144	\$ 150	\$ 604	\$ 607	\$ -	\$ -	\$ -	\$ 2,551
Café Operating	\$ 865	\$ 1,617	\$ 1,461	\$ 711	\$ 1,177	\$ 2,180	\$ 3,647	\$ 768	\$ 3,351	\$ -	\$ -	\$ -	\$ 15,777
COGS- Food	\$ 1,507	\$ 7,751	\$ 5,132	\$ 3,001	\$ 3,011	\$ 9,979	\$ 11,491	\$ 5,006	\$ 11,984	\$ -	\$ -	\$ -	\$ 58,861
COGS- Beverage	\$ 14	\$ 62	\$ (1,033)	\$ 31	\$ 2,383	\$ 64	\$ 1,533	\$ 109	\$ 2,275	\$ -	\$ -	\$ -	\$ 5,439
COGS- Beer	\$ 427	\$ 1,661	\$ (156)	\$ 764	\$ 1,377	\$ 1,129	\$ 2,195	\$ 1,440	\$ 2,880	\$ -	\$ -	\$ -	\$ 11,717
COGS- Liquor	\$ 2,302	\$ 2,158	\$ 1,749	\$ 915	\$ (1,356)	\$ 4,112	\$ 2,224	\$ (619)	\$ 9,062	\$ -	\$ -	\$ -	\$ 20,546
COGS- Wine	\$ 1,294	\$ 2,111	\$ (932)	\$ (601)	\$ 2,234	\$ (454)	\$ 1,141	\$ (844)	\$ 3,287	\$ -	\$ -	\$ -	\$ 7,237
COGS- Coffee	\$ 1,550	\$ 3,303	\$ 1,395	\$ 2,397	\$ -	\$ 1,100	\$ -	\$ 8,272	\$ 714	\$ -	\$ -	\$ -	\$ 18,731
COGS- Food Loss (Hurricane)	\$ 1,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,824
Food & Fun Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,025
Continuing Education	\$ -	\$ 340	\$ -	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ 385	\$ -	\$ -	\$ -	\$ 1,041
Dues and Licenses	\$ 323	\$ -	\$ -	\$ 273	\$ -	\$ 442	\$ 376	\$ -	\$ 545	\$ -	\$ -	\$ -	\$ 1,959
<b>Café Subtotal</b>	<b>\$ 10,667</b>	<b>\$ 19,137</b>	<b>\$ 7,685</b>	<b>\$ 7,792</b>	<b>\$ 9,125</b>	<b>\$ 20,719</b>	<b>\$ 22,757</b>	<b>\$ 14,736</b>	<b>\$ 35,089</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 147,708</b>
<i><u>Programs</u></i>													
After School Program	\$ -	\$ 255	\$ 686	\$ -	\$ 847	\$ 251	\$ 131	\$ 574	\$ -	\$ -	\$ -	\$ -	\$ 2,743
Summer Camp	\$ -	\$ -	\$ -	\$ -	\$ 244	\$ -	\$ 1,043	\$ 3,351	\$ 1,755	\$ -	\$ -	\$ -	\$ 6,394
Youth Programs	\$ 175	\$ 49	\$ 163	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Programs Subtotal</b>	<b>\$ 175</b>	<b>\$ 304</b>	<b>\$ 849</b>	<b>\$ -</b>	<b>\$ 1,190</b>	<b>\$ 251</b>	<b>\$ 1,174</b>	<b>\$ 3,925</b>	<b>\$ 1,755</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,623</b>
<i><u>Aquatics</u></i>													
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lifeguard Supplies	\$ -	\$ 134	\$ 766	\$ -	\$ -	\$ -	\$ 785	\$ 170	\$ 355	\$ -	\$ -	\$ -	\$ 2,209
Continuing Education-CPR	\$ -	\$ -	\$ 54	\$ -	\$ -	\$ -	\$ 124	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178
<b>Aquatics Subtotal</b>	<b>\$ -</b>	<b>\$ 134</b>	<b>\$ 820</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 909</b>	<b>\$ 170</b>	<b>\$ 355</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,387</b>
<i><u>On-Site Instruction</u></i>													
Marketing & Promotions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Training Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Swim Lesson Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Group Fitness Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OnSite Instructios Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<i><u>Rentals</u></i>													
Bartending Events	\$ 653	\$ 2,529	\$ 1,203	\$ 1,070	\$ 189	\$ 253	\$ -	\$ -	\$ 641	\$ -	\$ -	\$ -	\$ 6,540
<b>Rental Subtotal</b>	<b>\$ 653</b>	<b>\$ 2,529</b>	<b>\$ 1,203</b>	<b>\$ 1,070</b>	<b>\$ 189</b>	<b>\$ 253</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 641</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,540</b>
<b>Total Expenditures</b>	<b>\$ 69,984</b>	<b>\$ 69,383</b>	<b>\$ 72,675</b>	<b>\$ 61,359</b>	<b>\$ 61,124</b>	<b>\$ 67,644</b>	<b>\$ 82,989</b>	<b>\$ 74,593</b>	<b>\$ 92,688</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 652,437</b>
<b>Operating Income (Loss)</b>	<b>\$ (52,746)</b>	<b>\$ (35,237)</b>	<b>\$ (47,228)</b>	<b>\$ (32,563)</b>	<b>\$ (28,300)</b>	<b>\$ (26,196)</b>	<b>\$ (39,958)</b>	<b>\$ (31,549)</b>	<b>\$ (27,120)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (320,898)</b>
<i><u>Other Sources/(Uses)</u></i>													
Interfund Transfer In- General Fund	\$ 64,609	\$ 104,596	\$ 54,596	\$ 45,000	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 393,800
<b>Total Other Sources/(Uses)</b>	<b>\$ 64,609</b>	<b>\$ 104,596</b>	<b>\$ 54,596</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 393,800</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ 11,863</b>	<b>\$ 69,358</b>	<b>\$ 7,368</b>	<b>\$ 12,437</b>	<b>\$ (28,300)</b>	<b>\$ (26,196)</b>	<b>\$ (14,958)</b>	<b>\$ 18,451</b>	<b>\$ 22,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 72,902</b>

# Harbor Bay

## Community Development District

Evergreen Fund  
Statement of Revenues & Expenditures  
For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actual 6/30/25	Variance
<b>Revenues</b>				
Interest Income	\$ 300	\$ 225	\$ 6,954	\$ 6,729
Boat Registrations	\$ 9,000	\$ 6,750	\$ 13,550	\$ 6,800
Boat Renewals	\$ 14,000	\$ 10,500	\$ 4,875	\$ (5,625)
Resident Fines	\$ 250	\$ 188	\$ -	\$ (188)
<b>Total Revenues</b>	<b>\$ 23,550</b>	<b>\$ 17,663</b>	<b>\$ 25,379</b>	<b>\$ 7,716</b>
<b>Expenditures</b>				
<i>Field Operations</i>				
Harbor Patrol	\$ 30,000	\$ 22,500	\$ 20,790	\$ 1,710
Canal Inspections	\$ 1,200	\$ 900	\$ -	\$ 900
Navigational Post & Sign Repairs	\$ 5,000	\$ 3,750	\$ 13,712	\$ (9,962)
<b>Total Expenditures</b>	<b>\$ 36,200</b>	<b>\$ 27,150</b>	<b>\$ 34,502</b>	<b>\$ (7,352)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (12,650)</b>		<b>\$ (9,124)</b>	
<b>Beginning Fund Balance</b>	<b>\$ 240,192</b>		<b>\$ 226,829</b>	
<b>Ending Fund Balance</b>	<b>\$ 227,542</b>		<b>\$ 217,705</b>	

**Harbor Bay**  
**Community Development District**  
 Month by Month- Evergreen Fund  
 For the Period Ending June 30, 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues</b>													
Interest Income	\$ 842	\$ 801	\$ 797	\$ 769	\$ 701	\$ 779	\$ 747	\$ 770	\$ 748	\$ -	\$ -	\$ -	\$ 6,954
Boat Registrations	\$ -	\$ -	\$ 500	\$ 1,000	\$ 5,000	\$ 3,050	\$ 3,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 13,550
Boat Renewals	\$ -	\$ -	\$ 175	\$ 250	\$ 2,950	\$ 925	\$ 350	\$ 150	\$ 75	\$ -	\$ -	\$ -	\$ 4,875
Resident Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 842</b>	<b>\$ 801</b>	<b>\$ 1,472</b>	<b>\$ 2,019</b>	<b>\$ 8,651</b>	<b>\$ 4,754</b>	<b>\$ 4,097</b>	<b>\$ 920</b>	<b>\$ 1,823</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,379</b>
<b>Field Operations</b>													
Boat	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Harbor Patrol	\$ 2,135	\$ 1,890	\$ 2,405	\$ 2,440	\$ 2,720	\$ 2,160	\$ 2,160	\$ 2,440	\$ 2,440	\$ -	\$ -	\$ -	\$ 20,790
Canal Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Navigational Post & Sign Repairs	\$ 1,559	\$ -	\$ 916	\$ 2,928	\$ -	\$ 6,896	\$ 1,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,712
<b>Total Expenditures</b>	<b>\$ 3,694</b>	<b>\$ 1,890</b>	<b>\$ 3,321</b>	<b>\$ 5,368</b>	<b>\$ 2,720</b>	<b>\$ 9,056</b>	<b>\$ 3,573</b>	<b>\$ 2,440</b>	<b>\$ 2,440</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,502</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ (2,853)</b>	<b>\$ (1,089)</b>	<b>\$ (1,849)</b>	<b>\$ (3,348)</b>	<b>\$ 5,931</b>	<b>\$ (4,302)</b>	<b>\$ 524</b>	<b>\$ (1,520)</b>	<b>\$ (617)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (9,124)</b>

# Harbor Bay

## Community Development District

### Capital Reserve Fund

#### Statement of Revenues & Expenditures

#### For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actual 6/30/25	Variance
<b>Revenues</b>				
Interfund Transfer In- General Fund	\$ 755,600	\$ 755,600	\$ 755,600	\$ -
Interfund Transfer In <sup>(1)</sup>	\$ 92,963	\$ 92,963	\$ 122,370	\$ 29,407
Interest Income	\$ 33,557	\$ 25,168	\$ 88,860	\$ 63,692
<b>Total Revenues</b>	<b>\$ 882,120</b>	<b>\$ 873,731</b>	<b>\$ 966,830</b>	<b>\$ 93,100</b>
<b>Expenditures</b>				
Exercise Equipment	\$ 80,342	\$ 60,257	\$ -	\$ 60,257
Paint Finish Applications, Exterior, Phased	\$ 60,000	\$ 45,000	\$ -	\$ 45,000
Asphalt Pavement, Mill and Overlay, Phase 2	\$ 288,822	\$ 216,617	\$ -	\$ 216,617
Irrigation System, Irrigation Pumps	\$ 150,000	\$ 112,500	\$ -	\$ 112,500
Park Square Landscape Maintenance	\$ 180,000	\$ 135,000	\$ 120,000	\$ 15,000
Access Control Center	\$ -	\$ -	\$ 5,250	\$ (5,250)
Sidewalks, Partial	\$ 72,886	\$ 54,665	\$ 20,740	\$ 33,925
Pickelball Courts	\$ -	\$ -	\$ 66,317	\$ (66,317)
Hurricane Repairs			\$ 810,913	\$ (810,913)
Other Capital Projects	\$ -	\$ -	\$ 3,000	\$ (3,000)
<b>Total Expenditures</b>	<b>\$ 832,050</b>	<b>\$ 624,038</b>	<b>\$ 1,026,220</b>	<b>\$ (402,183)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 50,070</b>		<b>\$ (59,390)</b>	
<b>Beginning Fund Balance</b>	<b>\$ 2,552,429</b>		<b>\$ 2,497,369</b>	
<b>Ending Fund Balance</b>	<b>\$ 2,602,499</b>		<b>\$ 2,437,979</b>	

<sup>(1)</sup> Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."

# Harbor Bay Community Development District

Capital Reserve Fund

## Capital Outlay Check Register Detail

For the Period Ending June 30, 2025

Date	Vendor	Detail	Amount
10/23/24	Lee Te Kim Lawn Care	Removal Palms-Tennis Court	\$ 3,000.00
11/06/24	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
12/09/24	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
01/07/25	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
01/27/25	Steve Simmons Concrete	Sidewalk Repairs	\$ 19,025.00
02/21/25	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
03/05/25	Mor-Sports Group Inc.	Pickleball Courts	\$ 12,019.05
03/05/25	Mor-Sports Group Inc.	Pickleball Courts	\$ 25,083.00
03/05/25	Mor-Sports Group Inc.	Pickleball Courts	\$ 29,214.87
03/14/25	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
03/14/25	Rightway Restoration Inc.	Hurricane Repairs-Lighthouse Repairs	\$ 77,500.00
03/14/25	Rightway Restoration Inc.	Hurricane Repairs-Daycare Rebuild	\$ 35,000.00
03/14/25	Best Price Roofing, Inc.	Hurricane Repairs-Daycare Rebuild	\$ 14,500.00
03/14/25	Steve Simmons Concrete	Sidewalk Repairs	\$ 1,715.00
04/09/25	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
04/22/25	Best Price Roofing, Inc.	Deposit-Metal Roof	\$ 59,000.00
05/22/25	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
05/05/25	Premier Technologies	Install/Setup Access Control	\$ 5,250.00
06/11/25	Lee Te Kim Lawn Care	Park Square Maintenance	\$ 15,000.00
07/08/25	Ledgewood Roofing & Constructio	Clubhouse Tarp Removal	\$ 2,500.00
07/08/25	Lee Te Kim Lawn Care	Hurricane Restoration	\$ 34,150.00
<b>Total</b>			<b>\$ 437,956.92</b>

## Hurricane Capital Outlay Check Register Detail-Moved from General Fund

10/29/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 19,440.00
10/29/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 12,000.00
10/29/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 3,000.00
10/29/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 12,000.00
10/29/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 63,470.00
10/23/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 7,500.00
10/31/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 948.77
11/19/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 2,500.00
11/19/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 1,500.00
11/19/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 800.00
12/09/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 895.00
12/09/24	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 2,060.00
01/07/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 60,810.00
03/14/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 1,000.00
03/14/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 1,000.00

# Harbor Bay Community Development District

Capital Reserve Fund

## Capital Outlay Check Register Detail

For the Period Ending June 30, 2025

Date	Vendor	Detail	Amount
03/14/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 800.00
03/14/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 800.00
03/14/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 1,500.00
04/09/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 30,750.00
04/22/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 1,500.00
04/22/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 3,000.00
04/22/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 300.00
04/22/25	Lee Te Kim Lawn Care	Hurricane Repairs-Landscaping	\$ 1,000.00
10/23/24	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 2,738.84
10/23/24	Rightway Restoration	Hurricane Repairs	\$ 6,500.00
11/06/24	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 11,160.00
11/06/24	Florida Commercial Roof	Hurricane Repairs	\$ 13,618.00
12/09/24	GMS-CF, LLC	Hurricane Repairs	\$ 1,800.00
01/16/25	Main Gate Enterprise	Hurricane Repairs	\$ 15,942.00
11/19/24	Main Gate Enterprise	Hurricane Repairs	\$ 640.21
12/09/24	Main Gate Enterprise	Hurricane Repairs	\$ 325.00
12/09/24	Florida Commercial Roof	Hurricane Repairs	\$ 13,618.00
12/09/24	Total Maintenance of Pasco County	Hurricane Repairs	\$ 3,100.00
11/30/24	Bank United Debit Card Purchase	Hurricane Repairs	\$ 2,599.95
01/16/25	J@L Mobile Marine Services	Hurricane Repairs	\$ 28,160.00
01/16/25	J@L Mobile Marine Services	Hurricane Repairs	\$ 11,275.00
12/09/24	GMS-Tampa, LLC	Hurricane Repairs	\$ 74.21
12/31/24	Bank United Debit Card Purchase	Hurricane Repairs	\$ 313.38
01/16/25	Total Maintenance of Pasco County	Hurricane Repairs	\$ 19,500.00
01/16/25	Triple D Fencing	Hurricane Repairs	\$ 60,810.00
01/31/25	Bank United Debit Card Purchase	Hurricane Repairs	\$ 132.27
01/31/25	TV Liquidator	Hurricane Repairs	\$ 6,020.00
03/05/25	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 1,000.00
02/28/25	Bank United Debit Card Purchase	Hurricane Repairs	\$ 1,583.94
04/30/25	Bank United Debit Card Purchase	Hurricane Repairs	\$ 2,139.94
05/05/25	Rightway Restoration	Hurricane Repairs	\$ 79,638.83
05/27/25	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 36,700.00
06/11/25	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 1,800.00
06/11/25	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 1,800.00
06/11/25	Lee Te Kim Lawn Care	Hurricane Repairs	\$ 36,700.00
			<b>\$ 588,263.34</b>
<b>Grand Total</b>			<b>\$ 1,026,220.26</b>

**Harbor Bay**  
**Community Development District**  
Debt Service Fund Series 2019A  
Statement of Revenues & Expenditures  
For the Period Ending June 30, 2025

	Adopted Budget	Prorated Budget 6/30/25	Actual 6/30/25	Variance
<b>Revenues</b>				
Special Assessments- Series 2019A-1	\$ 1,028,590	\$ 1,028,590	\$ 1,026,562	\$ (2,028)
Special Assessments- Series 2019A-2 (Area 1)	\$ 199,177	\$ 199,177	\$ 200,254	\$ 1,076
Special Assessments- Series 2019A-2 (Area 2)	\$ 648,741	\$ 648,741	\$ 648,401	\$ (340)
Interest Income	\$ 44,404	\$ 33,303	\$ 54,402	\$ 21,099
<b>Total Revenues</b>	<b>\$ 1,920,912</b>	<b>\$ 1,909,811</b>	<b>\$ 1,929,618</b>	<b>\$ 19,807</b>
<b>Expenditures</b>				
Interfund Transfer Out <sup>(1)</sup>	\$ 92,963	\$ 92,963	\$ 122,370	\$ (29,407)
<b>Series 2019A-1</b>				
Interest Expense 11/1	\$ 306,389	\$ 306,389	\$ 306,389	\$ -
Principal Expense 5/1	\$ 410,000	\$ 410,000	\$ 410,000	\$ -
Interest Expense 5/1	\$ 306,389	\$ 306,389	\$ 305,187	\$ 1,202
Special Call 11/1	\$ -	\$ -	\$ 60,000	\$ (60,000)
<b>Series 2019A-2 (Area 1)</b>				
Interest Expense 11/1	\$ 26,550	\$ 26,550	\$ 26,550	\$ -
Principal Expense 5/1	\$ 145,000	\$ 145,000	\$ 145,000	\$ -
Interest Expense 5/1	\$ 26,550	\$ 26,550	\$ 26,550	\$ -
<b>Series 2019A-2 (Area 2)</b>				
Interest Expense 11/1	\$ 95,423	\$ 95,423	\$ 95,423	\$ -
Principal Expense 5/1	\$ 460,000	\$ 460,000	\$ 460,000	\$ -
Interest Expense 5/1	\$ 95,423	\$ 95,423	\$ 94,860	\$ 563
Special Call 11/1	\$ -	\$ -	\$ 30,000	\$ (30,000)
<b>Total Expenditures</b>	<b>\$ 1,964,686</b>	<b>\$ 1,964,686</b>	<b>\$ 2,082,328</b>	<b>\$ (117,643)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (43,773)</b>		<b>\$ (152,710)</b>	
<b>Beginning Fund Balance</b>	<b>\$ 550,803</b>		<b>\$ 1,581,448</b>	
<b>Ending Fund Balance</b>	<b>\$ 507,030</b>		<b>\$ 1,428,738</b>	

<sup>(1)</sup> Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."



# Harbor Bay

## Community Development District

### Long Term Debt Report

### FY 2025

Series 2019A-1 Capital Improvement Revenue Bond	
Interest Rate:	3.1-4.1%
Maturity Date:	5/1/48
Optional Redemption Date:	5/1/29
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$514,639
Reserve Fund Balance:	\$516,212
Revenue Account - Excess Funds - Section 4.07(f) <sup>(1)</sup>	\$122,370
Bonds Outstanding- 9/30/24	\$15,695,000
Less: November 1, 2024 (Special Call)	(\$60,000)
Less: May 1, 2025 (Mandatory)	(\$410,000)
<b>Current Bonds Outstanding</b>	<b>\$15,225,000</b>

Series 2019A-2 (Area 1) Capital Improvement Revenue Bond	
Interest Rate:	3.1-3.7%
Maturity Date:	5/1/33
Optional Redemption Date:	5/1/29
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$100,365
Reserve Fund Balance:	\$100,365
Bonds Outstanding- 9/30/23	\$1,520,000
Less: May 1, 2024 (Mandatory)	(\$145,000)
<b>Current Bonds Outstanding</b>	<b>\$1,375,000</b>

Series 2019A-2 (Area 2) Capital Improvement Revenue Bond	
Interest Rate:	3.1-3.75%
Maturity Date:	5/1/34
Optional Redemption Date:	5/1/29
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$323,693
Reserve Fund Balance:	\$323,693
Bonds Outstanding- 9/30/24	\$5,385,000
Less: November 1, 2024 (Special Call)	(\$30,000)
Less: May 1, 2025 (Mandatory)	(\$460,000)
<b>Current Bonds Outstanding</b>	<b>\$4,895,000</b>

<b>Total Current Bonds Outstanding</b>	<b>\$21,495,000</b>
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<sup>(1)</sup> Per Section 4.07(f) of the Fifth Supplemental Trust Indenture dated August 1, 2019, "...on or after each November 2, the trustee shall transfer to the District at the written direction of the District the balance on deposit in the Series 2019 Revenue Account on such November 2 to be used for any lawful District purpose..."

**HARBOR BAY**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**FY 2025**

Gross Assessments	\$ 4,568,200.50	\$ 1,086,216.28	\$ 211,890.78	\$ 686,080.00	\$ 6,552,387.56
Net Assessments	\$ 4,294,108.47	\$ 1,021,043.30	\$ 199,177.33	\$ 644,915.20	\$ 6,159,244.31

							69.72%	16.58%	3.23%	10.47%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2019A-1 Debit Service	2019A-2 (A1) Debt Service	2019A-2 (A2) Debt Service	Total
11/05/24	10/01/24-10/31/24	\$ 91,007.20	\$ 1,731.21	\$ 4,446.81	\$ -	\$ 84,829.18	\$ 59,141.30	\$ 14,062.48	\$ 2,743.20	\$ 8,882.20	\$ 84,829.18
11/15/24	11/01/24-11/10/24	\$ 143,519.26	\$ 2,755.57	\$ 5,740.74	\$ -	\$ 135,022.95	\$ 94,135.44	\$ 22,383.31	\$ 4,366.37	\$ 14,137.83	\$ 135,022.95
11/22/24	11/11/24-11/17/24	\$ 41,348.21	\$ 793.88	\$ 1,653.94	\$ -	\$ 38,900.39	\$ 27,120.62	\$ 6,448.68	\$ 1,257.96	\$ 4,073.14	\$ 38,900.40
12/03/24	11/18/24-11/25/24	\$ 323,237.70	\$ 6,206.17	\$ 12,929.51	\$ -	\$ 304,102.02	\$ 212,014.17	\$ 50,412.24	\$ 9,834.04	\$ 31,841.57	\$ 304,102.02
12/06/24	11/26/24-11/30/24	\$ 2,653,012.39	\$ 50,937.85	\$ 106,119.92	\$ -	\$ 2,495,954.62	\$ 1,740,132.29	\$ 413,764.68	\$ 80,714.06	\$ 261,343.60	\$ 2,495,954.63
12/17/24	12/01/24-12/10/24	\$ 483,938.93	\$ 9,293.81	\$ 19,248.24	\$ -	\$ 455,396.88	\$ 317,494.08	\$ 75,493.02	\$ 14,726.60	\$ 47,683.18	\$ 455,396.88
01/06/25	12/11/24-12/31/24	\$ 2,260,817.48	\$ 43,411.97	\$ 90,219.21	\$ -	\$ 2,127,186.30	\$ 1,483,034.00	\$ 352,632.44	\$ 68,788.84	\$ 222,731.02	\$ 2,127,186.30
01/31/25	INTEREST	\$ -	\$ -	\$ -	\$ 6,826.98	\$ 6,826.98	\$ 4,759.64	\$ 1,131.74	\$ 220.77	\$ 714.83	\$ 6,826.98
02/07/25	01/01/25-01/31/25	\$ 193,551.28	\$ 3,773.26	\$ 4,888.32	\$ -	\$ 184,889.70	\$ 128,901.60	\$ 30,649.93	\$ 5,978.95	\$ 19,359.22	\$ 184,889.70
03/09/25	02/01/25-02/28/25	\$ 88,974.05	\$ 1,760.76	\$ 935.99	\$ -	\$ 86,277.30	\$ 60,150.90	\$ 14,302.54	\$ 2,790.03	\$ 9,033.83	\$ 86,277.30
04/04/25	03/01/25-03/31/25	\$ 167,870.90	\$ 3,355.50	\$ 95.96	\$ -	\$ 164,419.44	\$ 114,630.12	\$ 27,256.49	\$ 5,316.99	\$ 17,215.85	\$ 164,419.45
04/22/25	INTEREST	\$ -	\$ -	\$ -	\$ 3,017.02	\$ 3,017.02	\$ 2,103.41	\$ 500.14	\$ 97.56	\$ 315.90	\$ 3,017.01
05/07/25	04/01/25-04/30/25	\$ 46,607.75	\$ 952.15	\$ (1,000.01)	\$ -	\$ 46,655.61	\$ 32,527.41	\$ 7,734.29	\$ 1,508.75	\$ 4,885.16	\$ 46,655.61
06/06/25	05/01/25-05/31/25	\$ 43,197.99	\$ 889.88	\$ (1,295.94)	\$ -	\$ 43,604.05	\$ 30,399.92	\$ 7,228.42	\$ 1,410.07	\$ 4,565.64	\$ 43,604.05
06/18/25	TAX SALE	\$ 15,306.48	\$ 315.31	\$ (459.19)	\$ -	\$ 15,450.36	\$ 10,771.70	\$ 2,561.27	\$ 499.63	\$ 1,617.76	\$ 15,450.36
<b>TOTAL</b>		<b>\$ 6,552,389.62</b>	<b>\$ 126,177.32</b>	<b>\$ 243,523.50</b>	<b>\$ 9,844.00</b>	<b>\$ 6,192,532.80</b>	<b>\$ 4,317,316.60</b>	<b>\$ 1,026,561.67</b>	<b>\$ 200,253.82</b>	<b>\$ 648,400.73</b>	<b>\$ 6,192,532.82</b>

<b>100.00%</b>	<b>Gross Percent Collected</b>
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# SECTION VI

## Subsection D - 1

## HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

### **REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS**

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): ☒ Dock OR ☐ Boat Lift OR ☐ Other (Specify here: \_\_\_\_\_), at the following location:

1018 Signet Dr. Apollo Beach, FL 33572

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#### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at [jlansford@gms-tampa.com](mailto:jlansford@gms-tampa.com), 4648 Eagle Falls Place, Tampa, Florida 33619, (813)344-4844. **I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.**

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

**I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.**

X

Property Owner Signature: Michael Fremgen  
 Property Owner Name: Michael Fremgen Date: 06/25/2025  
 Address: 1018 Signet Dr  
 City / State / Zip: Apollo Beach, FL 33572  
 Phone Number: 615-979-6227

Contractor Signature: BH  
 Contractor Name: Brian Hecker / Hecker Construction Date: 06/25/2025  
 Address: PO Box 989  
 City / State / Zip: Ruskin, FL 33575  
 Phone Number: 813-236-9306

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

[CONTINUED ON NEXT PAGE]

## RECOMMENDATION OF DISTRICT ENGINEER:

☐ RECOMMEND APPROVAL, contingent on: \_\_\_\_\_

☐ RECOMMEND DENIAL because \_\_\_\_\_

## CDD BOARD APPROVAL:

☐ APPROVED, contingent on: \_\_\_\_\_

**NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).**

☐ DENIED because \_\_

Exhibit 1**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**

4648 Eagle Falls Place, Tampa, Florida 33619

ATTN: District Manager

**CANAL WALL CONNECTION APPLICATION**

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) Michael FremgenLot Street Address 1018 Signet DrCity, State and Zip Code Apollo Beach, FL 33572Phone Number 615-979-6227Lot Tax Folio Number 054191-2748**For Lifts being installed, please identify:**Contractor Name and License Number Hecker Construction Co., Inc. CGC1522930Contractor Phone Number 813-236-9306**(Attach Certificate of Insurance from Contractor)**Expected Start Date: 8/15/25Expected Completion Date: 8/15/25

This Canal Wall Connection Application, as well as the attached *License Agreement (Personal Watercraft Lift)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

X Owner Signature: Michael FremgenDate: June 28, 2025

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

Received by: \_\_\_\_\_

Harbor Bay Community Development District

**For Office Use Only**

APPROVED \_\_\_\_ DISAPPROVED \_\_\_\_

Explanation for Disapproval (if applicable): \_\_\_\_\_

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

**ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)**

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**  
 4648 Eagle Falls Place, Tampa, Florida 33619  
 ATTN: District Manager

**UTILITIES CONNECTION APPLICATION**

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install (which shall include, without limitation, any reconnection work) and maintain power and water lines through the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) Michael Fremgen  
 Lot Street Address 1018 Signet Dr  
 City, State and Zip Code Apollo Beach, FL 33572  
 Phone Number 615-979-6227  
 Lot Tax Folio Number 054191-2748

**For power and water lines being installed (which shall include, without limitation, the reconnection of existing lines) please identify:**

Contractor Name and License Number Online Electric / EC13001753

Contractor Phone Number 813-770-8660

(Attach Certificate of Insurance from Contractor)

Expected Start Date: 8/15/25 Expected Completion Date: 8/15/25

This Utilities Connection Application, as well as the attached *License Agreement (Utilities Connection)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for this property. Owner agrees to abide by the terms of the License Agreement (Utilities Connection).

X Owner Signature: Michael Fremgen Date: June 28, 2025  
 Co-Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Received by: \_\_\_\_\_

Harbor Bay Community Development District

**For Office Use Only**

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

Explanation for Disapproval (if applicable): \_\_\_\_\_

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

**ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)**



This instrument was prepared by and  
upon recording should be returned to:

District Counsel, Harbor Bay CDD  
APPLETON REISS, PLLC  
215 N. Howard Ave. STE 200  
Tampa, FL 33606

(This space reserved for Clerk)

Parcel ID for Property: U-29-31-19-C7Y-0000000-00099.0

**LICENSE AGREEMENT  
(PERSONAL WATERCRAFT LIFT)**

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 25  
day of June, 20 2025 by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

Michael Fremgen and \_\_\_\_\_ (together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 99, Block    , as per the plat ("Plat") identified as Marisol Pointe, and recorded in Plat Book 142, Pages 57 et seq., of the Public Records of Hillsborough County, Florida.

**WITNESSETH:**

**WHEREAS**, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

**WHEREAS**, Owner owns the Property within MiraBay; and

**WHEREAS**, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

**WHEREAS**, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

**WHEREAS**, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

**NOW, THEREFORE**, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of this

Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without

recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnatee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnatee for an Indemnatee's percentage of fault if the Indemnatee is adjudged to be more than 50% at fault for any claims against the Indemnatee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnatee for any and all percentage of fault attributable to Owner for claims against an Indemnatee, regardless whether the Indemnatee is adjudged to be more or less than 50% at fault.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** 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 law, 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.

8. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

**WITNESS WHEREOF**, the parties hereto have caused this License Agreement (Personal Watercraft  
 i) to be executed the day and date first above written.

**Witnesses:**

**Owner**

By: Joann Fremgen

X By: Michael Fremgen

Joann Fremgen  
 Print Name

108 Signet Drive, Apollo Beach FL 33572  
 Witness Address 1

\_\_\_\_\_  
 Witness Address 2

By: Chad Wright

Chad Wright  
 Print Name

6305 Lake Sunrise Dr.  
 Witness Address 1

Apollo Beach FL 33572  
 Witness Address 2

STATE OF FLORIDA )

COUNTY OF Hillsborough )

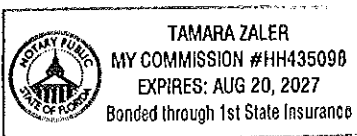
The foregoing instrument was acknowledged before me this 29th day of JUNE, 2025 by  
 \_\_\_\_\_ He/she ☒ is personally known to me or ☐ produced \_\_\_\_\_  
 as identification.

Tamara Zaler  
 NOTARY PUBLIC

Tamara Zaler

(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]



## [SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

## Witnesses:

## Owner

By: Joann Frengen  
Joann Frengen  
 Print Name

X By: Michael Fuz  
 \_\_\_\_\_

1018 Signel Drive  
 Witness Address 1

Apollo, Florida  
 Witness Address 2

By: Chad wright  
Chad wright  
 Print Name

10305 Lake Sunrise Dr  
 Witness Address 1

Apollo Beach FL 33512  
 Witness Address 2

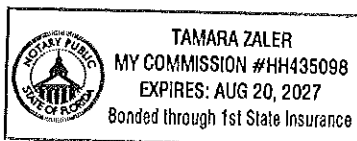
STATE OF FLORIDA )

COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 28th day of June, 2025, by \_\_\_\_\_, He/she [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

Tamara Zaler  
 NOTARY PUBLIC

Tamara Zaler  
 (Print, Type or Stamp Commissioned Name of Notary Public)



[Signatures continue on following page]

## [SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

**Witnesses:****Harbor Bay  
Community Development District**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
As Chairman / Vice Chairman of the Board of  
Supervisors\_\_\_\_\_  
Witness Address 1\_\_\_\_\_  
Witness Address 2

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Witness Address 1\_\_\_\_\_  
Witness Address 2

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Secretary of the Board of Supervisors of the Harbor Bay Community Development District, on behalf of said District. He/she [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)*[End of signature pages]*

This instrument was prepared by and  
upon recording should be returned to:

District Counsel, Harbor Bay CDD  
APPLETON REISS, PLLC  
215 N. Howard Ave. Ste. 200  
Tampa, FL 33606

(This space reserved for Clerk)

Parcel ID for Property: U-29-31-19-C7Y-000000-00099.0

**LICENSE AGREEMENT  
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) ("Agreement") is entered into as of this 25 day  
of June, 2025, by and among:

**The Harbor Bay Community Development District ("CDD")**, a local unit of  
special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

Michael Fremgen and \_\_\_\_\_  
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 99, Block    , as per the plat ("Plat") identified as Marisol Pointe, and  
recorded in Plat Book 142, Pages 57 et seq., of the Public Records of  
Hillsborough County, Florida.

**WITNESSETH:**

**WHEREAS**, CDD is a special purpose unit of local government that provides community  
infrastructure for the MiraBay community, including the community's master storm water system and, as  
part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

**WHEREAS**, Owner owns the Property within MiraBay; and

**WHEREAS**, as part of the Plat, among other things, CDD holds certain drainage and other  
easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its  
related components; and

**WHEREAS**, Owner has requested authorization to install (which shall include, without limitation,  
any reconnection work) and maintain power and water utility lines ("Utility Lines") through the Canal  
Wall and to Owner's dock; and

**WHEREAS**, in order to accommodate such requests, CDD has installed conduits in the Canal  
Wall for certain lots, and/or established a specification for the placement of Utility Lines through the Canal  
Wall for other lots (together, "Utility Pass-Throughs"); and

**WHEREAS**, subject to the terms of this Agreement, CDD desires to grant Owner a license to  
install and maintain the Utility Lines using the Utility Pass-Throughs;

**NOW, THEREFORE,** in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

10. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

11. **License for Installation & Maintenance of Utility Lines; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license to use the CDD-authorized Utility Pass-Throughs for the sole purpose of installing and maintaining the Utility Lines through the Canal Wall and to the dock at the Property. Owner acknowledges that this Agreement authorizes only the connection and maintenance of power and water utilities through the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

12. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Utility Lines, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall ensure that any connection of Utility Lines through the Canal Wall is done using the CDD-authorized Utility Pass-Throughs.
- c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to the Agreement.
- d. Owner shall ensure that the installation and maintenance of the Utility Lines does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- e. Owner shall be responsible for ensuring that the installation and maintenance of the Utility Lines are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- f. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- g. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Utility Lines. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- h. Upon completion of the installation, the Utility Lines will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Utility Lines, and agrees to maintain the Utility Lines in good condition and consistent with any CDD-approved specifications, as amended from time to time.

13. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described



above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Utility Lines at Owner's expense, and that the CDD is not obligated to re-install the Utility Lines as a result of the removal.

14. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnitee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnitee for an Indemnitee's percentage of fault if the Indemnitee is adjudged to be more than 50% at fault for any claims against the Indemnitee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnitee for any and all percentage of fault attributable to Owner for claims against an Indemnitee, regardless whether the Indemnitee is adjudged to be more or less than 50% at fault.

15. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

16. **Sovereign Immunity.** 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 law, 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.

17. **Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

18. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties hereto have caused this License Agreement (Utilities Connection) to be executed the day and date first above written.

**Witnesses:**

By:

Joann Fremgen  
Joann Fremgen

Print Name

1018 Signet Drive  
 Witness Address 1

Apollo Beach, FL  
 Witness Address 2

By:

Chad Wright  
Chad Wright

Print Name

6305 Lake Sunrise Dr.  
 Witness Address 1

Apollo Beach Fl 33572  
 Witness Address 2

**Owner**

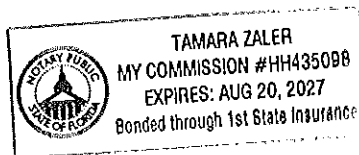
X By:

Michael Fremgen

STATE OF FLORIDA )

COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2025, by Nike Fremgen. He/she ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



Tamara Zaler  
 NOTARY PUBLIC

Tamara Zaler  
 (Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

## [SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

Witnesses:

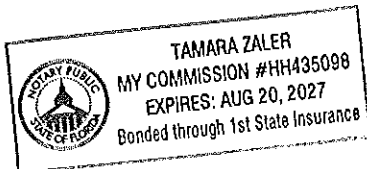
Owner

By: Joann FremgenX By: Mike FremgenPrint Name  
Joann FremgenWitness Address 1  
1018 Signet DrWitness Address 2  
Apollo Beach, FLBy: [Signature]Print Name  
Chad WrightWitness Address 1  
6305 Lake Sunrise DrWitness Address 2  
Apollo Beach FL 33572

STATE OF FLORIDA )

COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 28 day of June, 2015, by Mike Fremgen. He/she ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC

Tamara Zaler  
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

## [SIGNATURE PAGE TO LICENSE AGREEMENT (UTILITIES CONNECTION)]

**Witnesses:****Harbor Bay  
Community Development District**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
As Chairman / Vice Chairman of the Board of  
Supervisors\_\_\_\_\_  
Witness Address 1\_\_\_\_\_  
Witness Address 2

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Witness Address 1\_\_\_\_\_  
Witness Address 2

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

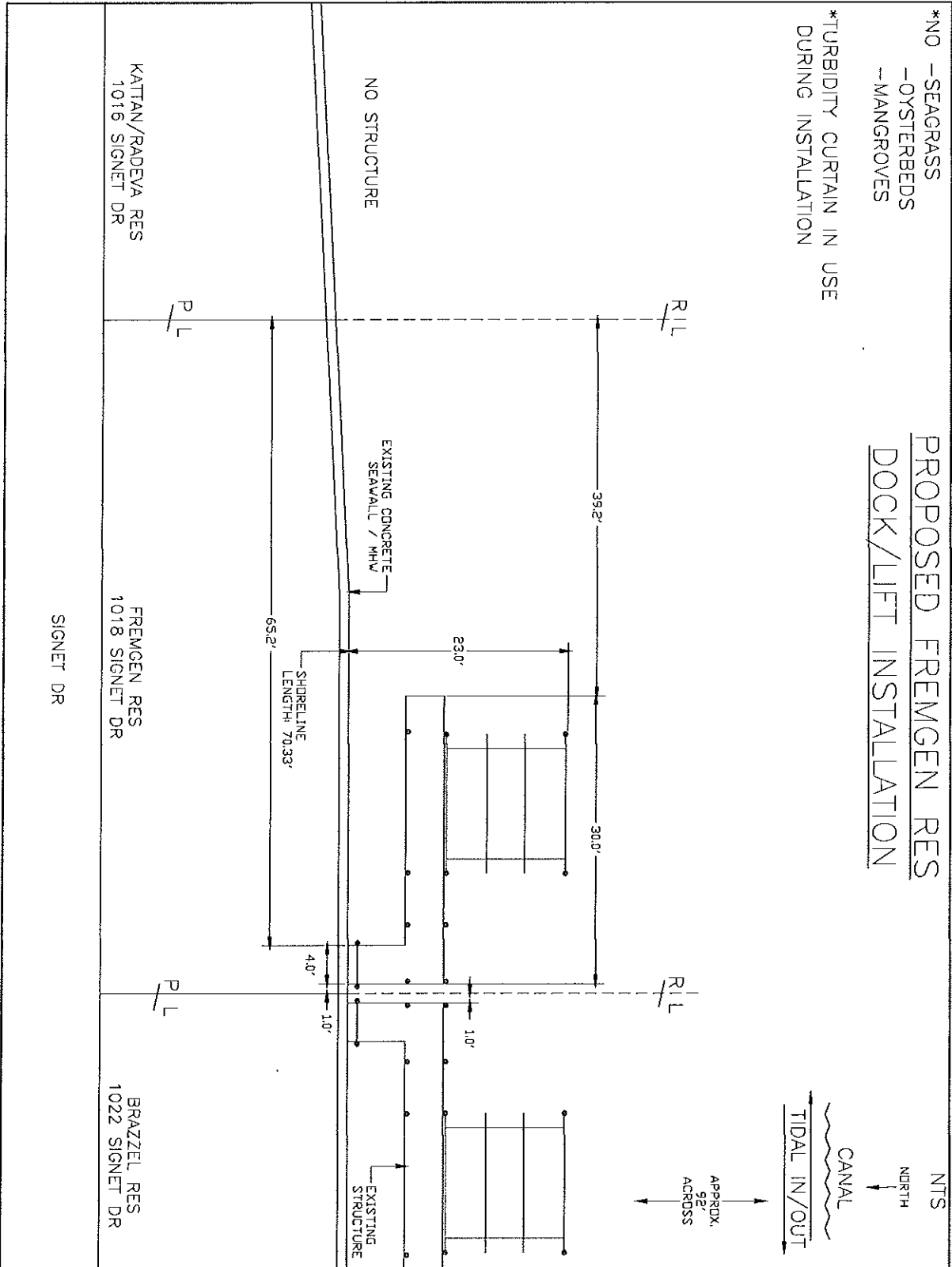
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Secretary of the Board of Supervisors of the Harbor Bay Community Development District, on behalf of said District. He/she [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)*[End of signature pages]*



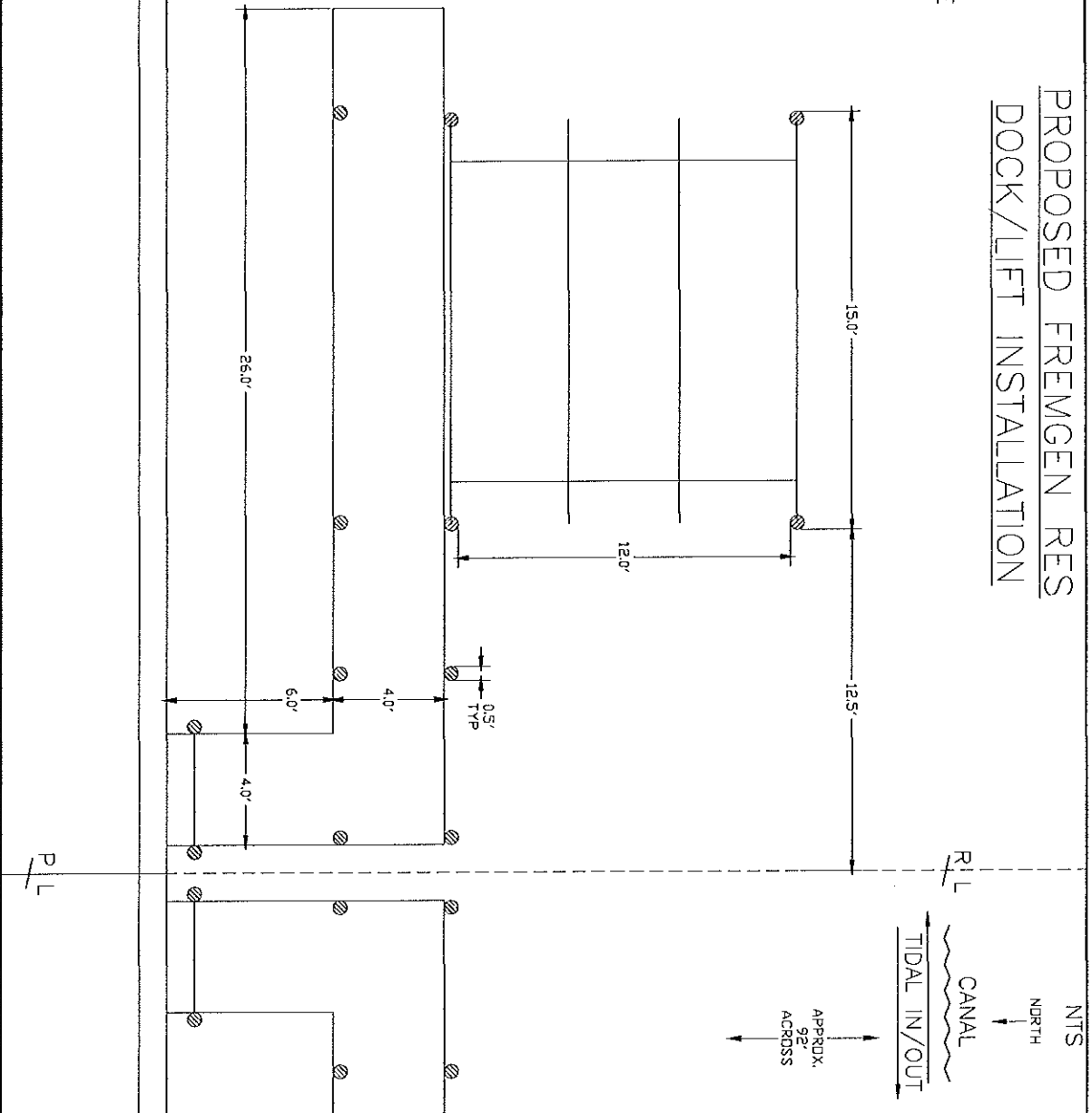
\*NO -SEAGRASS  
 -OSTERBEDS  
 --MANGROVES  
 \*TURBIDITY CURTAIN IN USE  
 DURING INSTALLATION


# PROPOSED FREMGEN RES DOCK/LIFT INSTALLATION



		HECKER CONSTRUCTION CO., INC. P.O. BOX 590 RUSKIN, FL 33575 (813) 236-0306 FAX (813) 236-9358	
Project Name and Address PROPOSED DOCK/LIFT INSTALLATION APOLLO BEACH, FL 33572		No. _____ Revision/Issue _____ Date _____	
SITE PLAN Date 06/25/2025 NTS		01	

# PROPOSED FREMGEN RES DOCK/LIFT INSTALLATION



		General Notes _____ _____ _____									
HECKER CONSTRUCTION CO., INC. P.O. BOX 918 RICHMOND, VA 23261-0918 (813) 236-9396 / FAX (813) 236-9398											
PROPOSED ROCK/LETT INSULATION 1018 SIGHT DR. APOLO BEACH, FL 33572											
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">Rev. No.      Description/Change      Date</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> </table> </div> <div style="width: 50%; text-align: center;"> <p>_____              Date: _____</p> </div> </div>											
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">Title      Date</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> </table> </div> <div style="width: 50%; text-align: center;"> <p>_____              Date: _____</p> </div> </div>											

\*NO - SEAGRASS

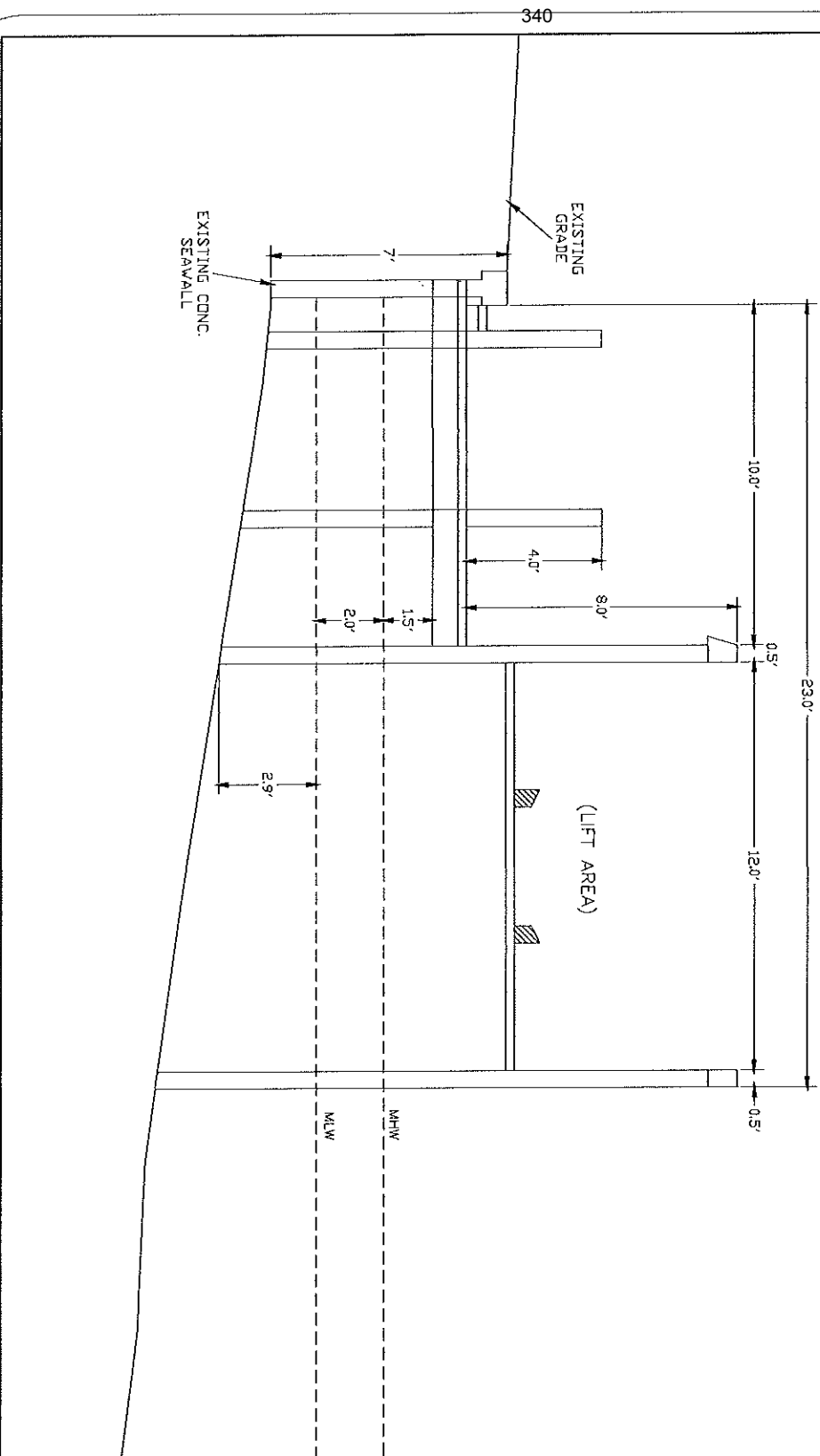
- OYSTER BEDS

- MANGROVES

\*TURBIDITY CURTAIN IN USE  
DURING INSTALLATION

# PROPOSED FREMGEN RES DOCK/LIFT INSTALLATION

NTS



HECKER CONSTRUCTION CO., INC.  
P.O. BOX 960  
RUSKIN, FL 33572  
(813) 234-9306 FAX (813) 234-9354

No.	Revision/Issue	Date

PROPOSED  
DOCK/LIFT INSTALLATION  
MOBILE BAY, FL 33572

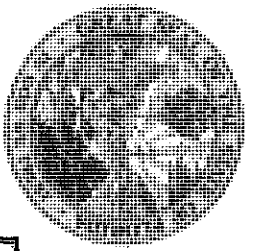
GROSS SECTION

Date: 06/23/2023

Sheet: 03

NTS





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**GRANOWICZ, VIC**

HECKER CONSTRUCTION CO., INC.  
12619 S US HIGHWAY 41  
GIBSONTON FL 33534

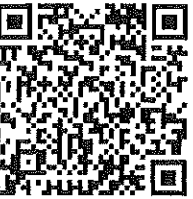
**LICENSE NUMBER: CGC1522930**

**EXPIRATION DATE: AUGUST 31, 2024**

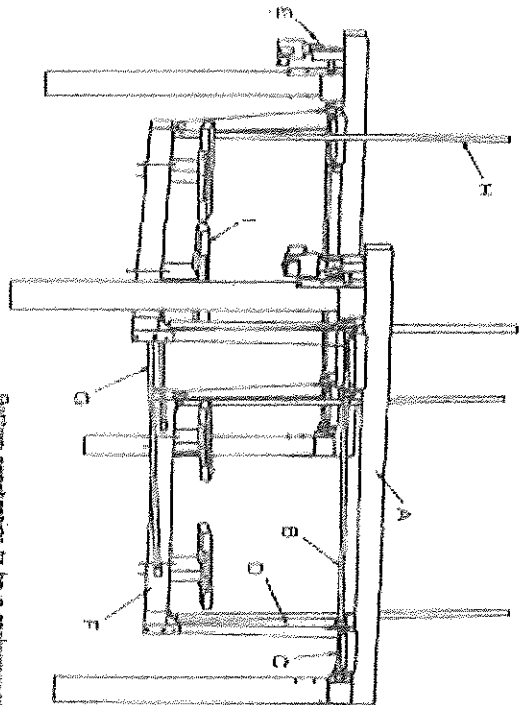
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

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This is your license. It is unlawful for anyone other than the licensee to use this document.



# DECO Engineering Specs: Concept CRS - 2 Motor Lifts



Min. Recommended Wire Size				
12V	20V	24V	48V	
3/4" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	
1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	
1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	
1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	
1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	1/2" x 1/2"	

Rigging point  
to be through  
holed with  
(2) 5/8" bolts  
(4 or 6 locations)

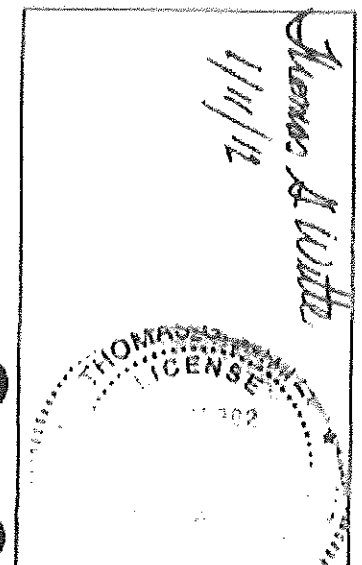
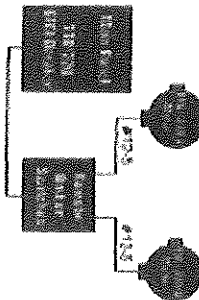
Bottom structure to be in conformance with local regulations/codes and a minimum of 10' clear the substructure.  
All structural components of DECO lifts consist of 6061-T6 Marine Grade Aluminum, all fasteners and hardware are 304 stainless steel.

A B C D E F G H I

Lift Capacity lbs.	Upper Beams	Drive Shafts	Winches	Cables	Cable Spread	Motors HP (750V)	Gear Ratio	Lower Beams	Spinner Pipes	Guide Posts	Chocks	Bunk Boards	In. of Lift/Min.	Piling (Qty) Size
4,000	4" x 4" Box 1/4" Thick 10"	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	3/16" S.S. 1 Part	90°	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box 25" Thick 10"	1.5" Alum. Sch. 40 82°	90°	Small - 16"	2"x6" 10 Lg.	48" / Min.	(4) - 8"
6,000	4" x 6" Box 1/4" Thick 12"	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	3/16" S.S. 1 Part	90°	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box 25" Thick 11"	1.5" Alum. Sch. 40 72°	90°	Small or Med. - 16"	2"x10" 12 Lg.	48" / Min.	(4) - 8-10"
10,000	4" x 8" Box 1/4" Thick 14"	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	3/16" S.S. 2 Part	114°	(2) 3/4HP 120V/13A 240V/7A	250 to 1	4"x6" Box 25" Thick 12"	1.5" Alum. Sch. 40 92°	90°	Small or Med. - 16"	2"x10" 12 Lg.	24" / Min.	(4) - 8-10"
13,000	4" x 8" Box 1/4" Thick 14"	1.5" Sch. 40 S.S.	2" Sch. 80 Alum.	3/16" S.S. 2 Part	114°	(2) 3/4HP 120V/13A 240V/7A	300 to 1	4"x6" Box 25" Thick 12"	1.5" Alum. Sch. 40 92°	120°	Large - 18" or 24"	2"x10" 14 Lg.	24" / Min.	(4) - 8-10"
15,000	4" x 8" Box 1/4" Thick 14"	1.5" Sch. 80 S.S.	2" Sch. 80 Alum.	3/16" S.S. 2 Part	138°	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x6" Box 25" Thick 13-1/2"	1.5" Alum. Sch. 40 112°	120°	Large - 18" or 24"	2"x10" 14 Lg.	24" / Min.	(4) - 10-12"
20,000	4" x 12" Box 1/4" Thick 18"	1.5" Sch. 80 S.S.	2" Sch. 80 Alum.	3/16" S.S. 3 Part	138°	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x6" Box 25" Thick 13-1/2"	1.5" Alum. Sch. 40 108°	120°	Large - 18" or 24"	2"x10" 14 Lg.	24" / Min.	(4) - 12"
20,000	4" x 8" Box 1/4" Thick 16"	1.5" Sch. 80 S.S.	2" Sch. 80 Alum.	3/16" S.S. 3 Part	138°	(2) 1HP 120V/13A 240V/7A	300 to 1	4"x6" Box 25" Thick 13-1/2"	1.5" Alum. Sch. 40 108°	120°	Large - 18" or 24"	2"x10" 14 Lg.	24" / Min.	(4) - 12"

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, FL 34695

800-204-6178 www.decoonline.com



Consideration: \$3,500.00  
Documentary Stamps Paid: \$24.50

Prepared by and when  
Recorded return to:

Shutts & Bowen LLP  
Tirso M. Carreja, Jr., Esq.  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**DECLARATION OF DOCK EASEMENT, COVENANTS  
AND RESTRICTIONS FOR  
LOT 99, MARISOL POINTE  
PER PLAT BOOK 142, PAGE 57-68, OF THE PUBLIC RECORDS OF  
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 11<sup>th</sup> day of January, 2024, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 99, MARISOL POINTE, according to the plat thereof (the "Plat") recorded in Plat Book 142, Page 57-68, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

**RECITALS**

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT "C" shown and described on the Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

**ARTICLE I  
EASEMENT FOR DOCK STRUCTURE**

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings

on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right, and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Easement Area") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

## ARTICLE II EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

## ARTICLE III APPROVAL OF DOCK STRUCTURE

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "CDD") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "Dock Rules"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

## ARTICLE IV COVENANTS AND RESTRICTIONS

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property

within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

#### ARTICLE V MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

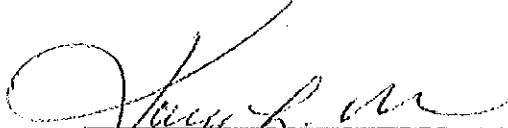
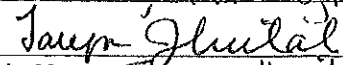
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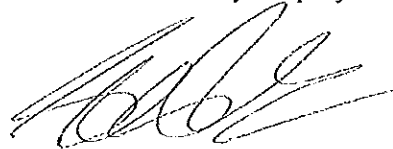
(SIGNATURES PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered  
in the presence of:

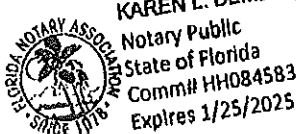
PARK SQUARE ENTERPRISES, LLC,  
a Delaware limited liability company

  
Print Name: Karen L. Demello  
Address: 5250 Major Blvd.  
Suite 110, Orlando, FL 32819  
  
Print Name: Tanya Ghurial  
Address: 5250 Major Blvd., Suite 110,  
Orlando, FL 32819

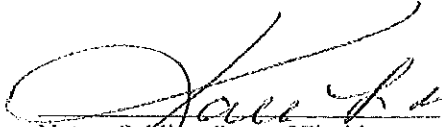
By:   
Name: SURESH GUPTA  
Title: Manager  
Date: 1/11/24

STATE OF FLORIDA  
ORANGE  
COUNTY OF HILLSBOROUGH

I, Karen L. Demello, a Notary Public for said County and State, do hereby  
certify that Suresh Gupta appeared before me this day by means of ☒ physical  
presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced  
as identification and acknowledged that s/he is the  
Manager of PARK SQUARE ENTERPRISES, LLC, a Delaware  
limited liability company, and that s/he, as Manager, being authorized to  
do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a  
Delaware limited liability company.



(AFFIX NOTARY SEAL)

  
Notary Public - State of Florida  
Print Name: Karen L. Demello  
My Commission Expires: \_\_\_\_\_

## JOINDER AND CONSENT OF OWNER(S)

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

WITNESSES:

OWNER:

*Taryn Jhurital*

Print Name: Taryn Jhurital

Address: 5750 Major Blvd, suite 110

Orlando, FL 32819

*Natasha A Stromley*

Print Name: Natasha A Stromley

Address: 56 Chowning Dr

Hampton VA 23664

*Cody James Zug*

Print Name: Cody James Zug

Address: 56 Chowning Dr Hampton VA 23664

*Natasha A Stromley*

Print Name: Natasha A Stromley

Address: 56 Chowning Dr

Hampton VA 23664

*Taryn Jhurital*

Print Name: Taryn Jhurital

Address: 5750 Major Blvd, suite 110

Orlando, FL 32819

*Natasha A Stromley*

Print Name: Natasha A Stromley

Address: 56 Chowning Dr

Hampton VA 23664

*Michael W. Fremgen*

Michael W. Fremgen

Date: 12/19/2023 EST

*Joann M. Fremgen*

Joann M. Fremgen

Date: 12/21/2023 EST

*Michael Oswaldo Fremgen*

Michael Oswaldo Fremgen

Date: 12/19/2023 EST

Address: 1018 Signet Drive  
Apollo Beach, FL 33572

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~FLORIDA~~ Hampton

I, Natasha A Stromley, a Notary Public for said County and State, do hereby certify that Michael W. Fremgen appeared before me this day by means of ☐ physical presence or ☒ online notarization and is either ☐ personally known to me or ☒ produced Driver's License as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

Natasha A Stromley  
Electronic Notary Public  
Commonwealth of Virginia  
Registration No. 7678888  
My Commission Expires: 09/30/2024

*Natasha A Stromley*

Notary Public – State of ~~Florida~~ Virginia  
Print Name: Natasha A Stromley  
My Commission Expires: 09/30/2024  
Commission #: 7678888  
Remotely notarized online using two-way audio-video communication.

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~FLORIDA~~ Hampton

I, Natasha A Stromley, a Notary Public for said County and State, do hereby certify that Joann M. Fremgen appeared before me this day by means of ☐ physical presence or ☒ online notarization and is either ☐ personally known to me or ☒ produced driver's license as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

Natasha A Stromley  
Electronic Notary Public  
Commonwealth of Virginia  
Registration No. 7678888  
My Commission Expires: 09/30/2024

*Natasha A Stromley*

Notary Public – State of ~~Florida~~ Virginia  
Print Name: Natasha A Stromley  
My Commission Expires: 09/30/2024  
Commission #: 7678888  
Remotely notarized online using two-way audio-video communication.

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~FLORIDA~~ Hampton

I, Natasha A Stromley, a Notary Public for said County and State, do hereby certify that Michael Oswaldo Fremgen appeared before me this day by means of ☐ physical presence or ☒ online notarization and is either ☐ personally known to me or ☒ produced Driver's License as identification and acknowledged that he/she, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

Natasha A Stromley  
Electronic Notary Public  
Commonwealth of Virginia  
Registration No. 7678888  
My Commission Expires: 09/30/2024

*Natasha A Stromley*

Notary Public – State of ~~Florida~~ Virginia  
Print Name: Natasha A Stromley  
My Commission Expires: 09/30/2024  
Commission #: 7678888  
Remotely notarized online using two-way audio-video communication.



# SECTION VI

## Subsection D - 2

## HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

### **REQUEST FOR REVIEW OF DOCK & BOAT LIFT PLANS**

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("**Improvements**"): ☐ Dock OR ☐ Boat Lift OR ☐ Other (Specify here: \_\_\_\_\_), at the following location:

Construction of Mirabay Type B Dock and Boat Lift

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#### **Application Must Include**

- A. Complete specifications for the dock, mechanical lift or applicable option.
- B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
- C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
- D. Recorded Dock Easement.

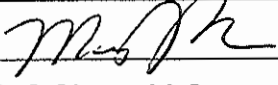
The CDD has adopted the MiraBay Master Dock Plan for Canal Lots ("Canal Lots Master Dock Plan") and the MiraBay Master Dock Plan for Lagoon Lots ("Lagoon Lots Master Dock Plan," and together with the Canal Lots Master Dock Plan, "Master Dock Plans"). The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plans, the District's Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time), and the District's rules, including but not limited to the Rule Regarding District Waterways and Boating Facilities. The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

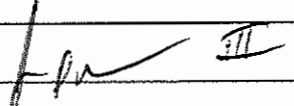
Applications must be received by the CDD Manager at [jlansford@gms-tampa.com](mailto:jlansford@gms-tampa.com), 4648 Eagle Falls Place, Tampa, Florida 33619, (813)344-4844. **I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.**

I understand and agree as follows:

- a) I have reviewed the Master Dock Plans and the rules and policies of the CDD.
- b) My lot may be permitted to have a dock only if: 1) the dock is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, 2) the type of dock I propose is shown on the applicable dock plan, whether that is the Canal Lots Master Dock Plan or the Lagoon Lots Master Dock Plan, and 3) the dock is approved in writing.
- c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District's sole discretion. The submission of this form to the District shall operate as the applicant's absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

**I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD's rules and policies, as may be amended from time to time.**

Property Owner Signature:		manager of 1078 Signet LLC
Property Owner Name:	1078 Signet LLC	Date: _____
Address:	1078 Signet Dr	
City / State / Zip:	Apollo Beach, FL 33572	
Phone Number:	631-513-3580	

Contractor Signature:		
Contractor Name:	James March	Date: 06/06/2025
Address:	10820 Cedar St	
City / State / Zip:	Riverview, FL 33569	
Phone Number:	813-800-3625	

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

[CONTINUED ON NEXT PAGE]

## RECOMMENDATION OF DISTRICT ENGINEER:

☐ RECOMMEND APPROVAL, contingent on: \_\_\_\_\_

☐ RECOMMEND DENIAL because \_\_\_\_\_

## CDD BOARD APPROVAL:

☐ APPROVED, contingent on: \_\_\_\_\_

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

☐ DENIED because \_

Exhibit 1  
**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**  
 4648 Eagle Falls Place, Tampa, Florida 33619  
 ATTN: District Manager

**CANAL WALL CONNECTION APPLICATION**

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) 1078 Signet LLC

Lot Street Address 1078 Signet Dr

City, State and Zip Code Apollo Beach, Fl. 33572

Phone Number 631-513-3580

Lot Tax Folio Number 054191-2708

**For Lifts being installed, please identify:**

Contractor Name and License Number James March, SCC131152103

Contractor Phone Number 813-800-3625

**(Attach Certificate of Insurance from Contractor)**

Expected Start Date: Asap

Expected Completion Date: Asap

This Canal Wall Connection Application, as well as the attached *License Agreement (Personal Watercraft Lift)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. **Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).**

Owner Signature: 

Date: 6/16/25

Manager of 1078  
Signet LLC.

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

Received by: \_\_\_\_\_

Harbor Bay Community Development District

**For Office Use Only**

APPROVED ☐ DISAPPROVED ☐

Explanation for Disapproval (if applicable): \_\_\_\_\_

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

**ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)**

This instrument was prepared by and  
upon recording should be returned to:

District Counsel, Harbor Bay CDD  
APPLETON REISS, PLLC  
215 N. Howard Ave. Ste. 200  
Tampa, FL 33606

(This space reserved for Clerk)

Parcel ID for Property: U-29-31-19-C7Y-000000-00079.0

**LICENSE AGREEMENT  
(UTILITIES CONNECTION)**

This License Agreement (Utilities Connection) ("**Agreement**") is entered into as of this 16 day of June, 2025 by and among:

**The Harbor Bay Community Development District ("CDD")**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

1078 Signet LLC and \_\_\_\_\_  
(together, "**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot 79, Block \_\_, as per the plat ("**Plat**") identified as Marisol Pointe, and recorded in Plat Book 142, Pages 57 et seq., of the Public Records of Hillsborough County, Florida.

**WITNESSETH:**

**WHEREAS**, CDD is a special purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("**Canal Wall**"); and

**WHEREAS**, Owner owns the Property within MiraBay; and

**WHEREAS**, as part of the Plat, among other things, CDD holds certain drainage and other easements ("**Easements**") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

**WHEREAS**, Owner has requested authorization to install (which shall include, without limitation, any reconnection work) and maintain power and water utility lines ("**Utility Lines**") through the Canal Wall and to Owner's dock; and

**WHEREAS**, in order to accommodate such requests, CDD has installed conduits in the Canal Wall for certain lots, and/or established a specification for the placement of Utility Lines through the Canal Wall for other lots (together, "**Utility Pass-Throughs**"); and

**WHEREAS**, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Utility Lines using the Utility Pass-Throughs;

**NOW, THEREFORE**, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

10. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

11. **License for Installation & Maintenance of Utility Lines; Limitation.** Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license to use the CDD-authorized Utility Pass-Throughs for the sole purpose of installing and maintaining the Utility Lines through the Canal Wall and to the dock at the Property. Owner acknowledges that this Agreement authorizes only the connection and maintenance of power and water utilities through the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

12. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Utility Lines, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall ensure that any connection of Utility Lines through the Canal Wall is done using the CDD-authorized Utility Pass-Throughs.
- c. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to the Agreement.
- d. Owner shall ensure that the installation and maintenance of the Utility Lines does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- e. Owner shall be responsible for ensuring that the installation and maintenance of the Utility Lines are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- f. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- g. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Utility Lines. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- h. Upon completion of the installation, the Utility Lines will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Utility Lines, and agrees to maintain the Utility Lines in good condition and consistent with any CDD-approved specifications, as amended from time to time.

13. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described

above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Utility Lines at Owner's expense, and that the CDD is not obligated to re-install the Utility Lines as a result of the removal.

**14. Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnitee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnitee for an Indemnitee's percentage of fault if the Indemnitee is adjudged to be more than 50% at fault for any claims against the Indemnitee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnitee for any and all percentage of fault attributable to Owner for claims against an Indemnitee, regardless whether the Indemnitee is adjudged to be more or less than 50% at fault.

**15. Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

**16. Sovereign Immunity.** 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 law, 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.

**17. Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

**18. Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Utilities Connection) to be executed the day and date first above written.

## Witnesses:

By: Barbara Munch  
Barbara Munch  
 Print Name

29 View Rd Setauket  
 Witness Address 1 NY 11733

Witness Address 2

By: Gregory Munch  
Gregory Munch  
 Print Name

29 View Rd Setauket NY 11733  
 Witness Address 1

Witness Address 2

STATE OF ~~FLORIDA~~ (NY 06/16/2025)  
 COUNTY OF Suffolk )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2025 by Marissa Romano He/she [ ] is personally known to me or [ ] produced NYS Driver License as identification.

Salwa Atique  
 NOTARY PUBLIC

**SALWA ATIQUE**  
 NOTARY PUBLIC, STATE OF NEW YORK  
 NO. 01AT6380625  
 QUALIFIED IN SUFFOLK COUNTY  
 MY COMMISSION EXPIRES OCTOBER 28, 2026

Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]

This instrument was prepared by and  
upon recording should be returned to:

District Counsel, Harbor Bay CDD  
APPLETON REISS, PLLC  
215 N. Howard Ave. STE 200  
Tampa, FL 33606

(This space reserved for Clerk)

Parcel ID for Property: U-29-31-19-C7Y-000000-00079.0

### LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("**Agreement**") is entered into as of this 16<sup>th</sup> day of June, 2025, by and among:

**The Harbor Bay Community Development District ("CDD")**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*; and

1078 Signet LLC and \_\_\_\_\_ (together, "**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot 79, Block    , as per the plat ("**Plat**") identified as Marisol Pointe, and recorded in Plat Book 142, Pages 57 et seq., of the Public Records of Hillsborough County, Florida.

### WITNESSETH:

**WHEREAS**, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("**Canal Wall**"); and

**WHEREAS**, Owner owns the Property within MiraBay; and

**WHEREAS**, as part of the Plat, among other things, CDD holds certain drainage and other easements ("**Easements**") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

**WHEREAS**, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("**Lift**") on the Canal Wall immediately adjacent to the Property; and

**WHEREAS**, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

**NOW, THEREFORE**, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Installation & Maintenance of Lift; Limitation.** Subject to the terms of this

Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

- a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
- b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
- c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.
- d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
- e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
- f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("**Association**") and any other necessary legal interests and approvals.
- g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without

recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

**5. Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing (each an "Indemnatee"), against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder. Provided however, nothing in this Agreement requires Owner to indemnify an Indemnatee for an Indemnatee's percentage of fault if the Indemnatee is adjudged to be more than 50% at fault for any claims against the Indemnatee and Owner as jointly liable parties; however, Owner shall indemnify an Indemnatee for any and all percentage of fault attributable to Owner for claims against an Indemnatee, regardless whether the Indemnatee is adjudged to be more or less than 50% at fault.

**6. Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

**7. Sovereign Immunity.** 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 law, 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.

**8. Attorney's Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees, paralegal fees, expert witness fees, and costs.

**9. Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

## Witnesses:

By: Barbara Munch  
Barbara MUNCH  
 Print Name

29 VIEW RD SETAUKET NY  
 Witness Address 1 11733

\_\_\_\_\_  
 Witness Address 2

By: Munch  
Gregory Munch  
 Print Name

29 View Rd. Setauket NY 11733  
 Witness Address 1

\_\_\_\_\_  
 Witness Address 2

STATE OF ~~FLORIDA~~ NY (SA 06/16/2025)

COUNTY OF Suffolk )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2025 by Marissa Romano He/she [ ] is personally known to me or [ ] produced NYS Driver License as identification.

[Signature]  
 NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

SALWA ATIQUE NOTARY PUBLIC, STATE OF NEW YORK NO. 01AT6380626 QUALIFIED IN SUFFOLK COUNTY MY COMMISSION EXPIRES OCTOBER 28, 2026
--

[Signatures continue on following page]

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**

4648 Eagle Falls Place, Tampa, Florida 33619

ATTN: District Manager

**UTILITIES CONNECTION APPLICATION**

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install (which shall include, without limitation, any reconnection work) and maintain power and water lines through the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) 1078 Signet LLCLot Street Address 1078 Signet DrCity, State and Zip Code Apollo Beach, FL 33572Phone Number 631-513-3580Lot Tax Folio Number 054191-2708


**For power and water lines being installed (which shall include, without limitation, the reconnection of existing lines) please identify:**

Contractor Name and License Number James March, SCC131152103Contractor Phone Number 813-800-3625

(Attach Certificate of Insurance from Contractor)

Expected Start Date: AsapExpected Completion Date: Asap

This Utilities Connection Application, as well as the attached *License Agreement (Utilities Connection)*, is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for this property. Owner agrees to abide by the terms of the License Agreement (Utilities Connection).

Owner Signature: Date: 6/16/25

Co-Owner Signature: \_\_\_\_\_

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

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

Received by: \_\_\_\_\_

Harbor Bay Community Development District

**For Office Use Only**APPROVED ☐ DISAPPROVED ☐

Explanation for Disapproval (if applicable): \_\_\_\_\_

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please provide the affidavit required by Florida statute to the District Manager.

ATTACHMENTS: LICENSE AGREEMENT &amp; CDD SPECIFICATIONS (IF APPLICABLE)

Manager  
of 1078  
Signet

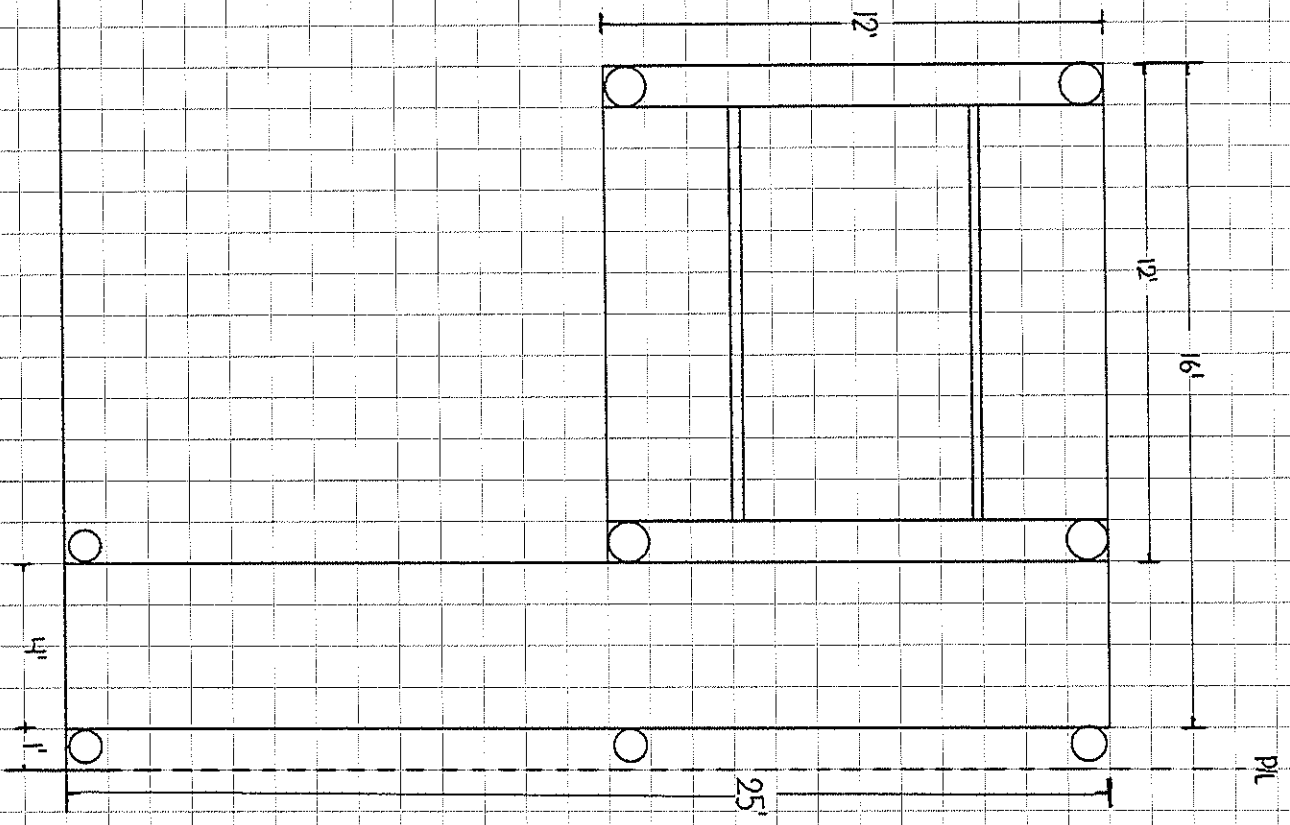
# March Marine Construction

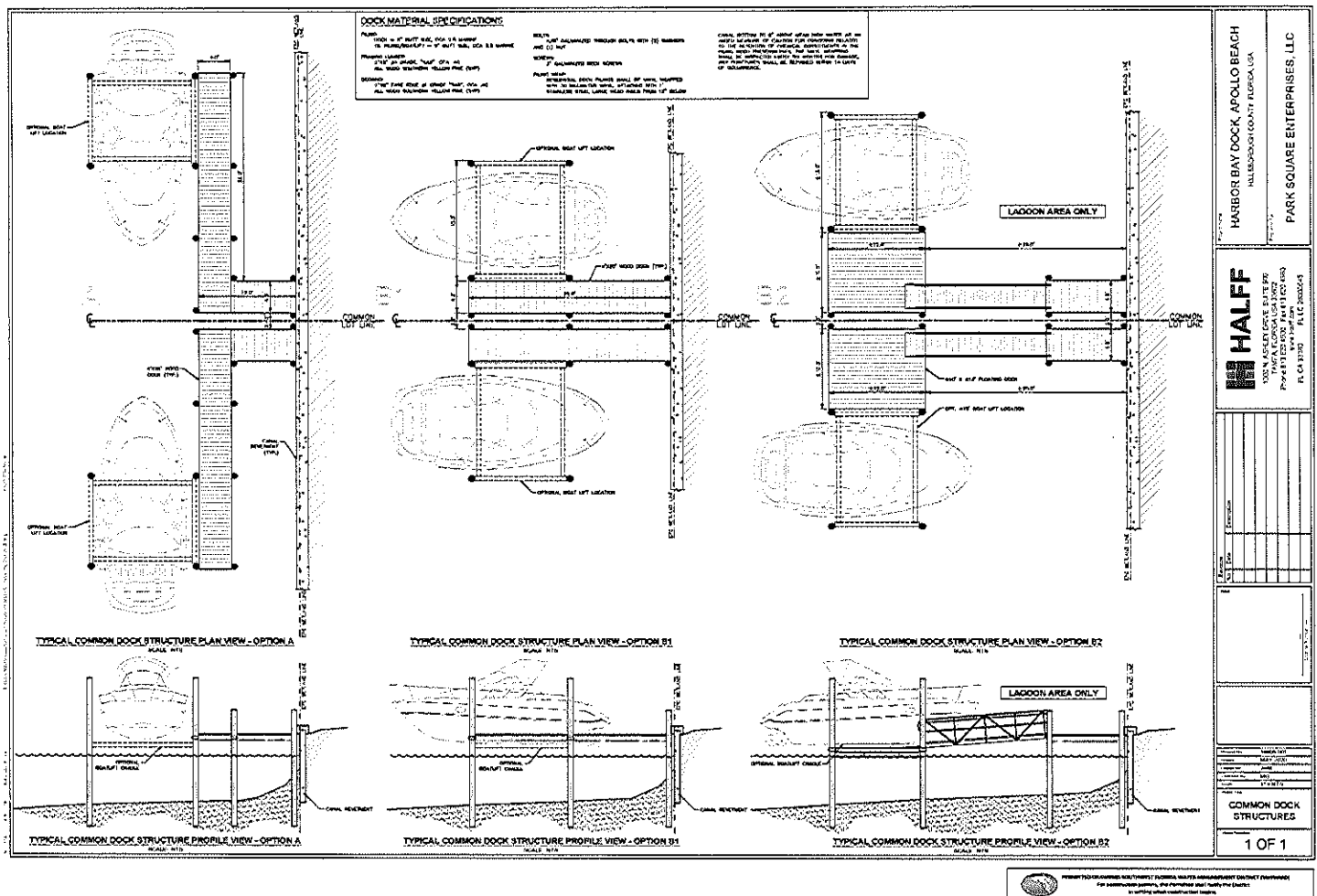
Mirabay Type "B" Dock,

4' by 25' Net with a 12' x 12' Boat Lift.

Total Square Footage: 244'²

Scale: 1" = 4'



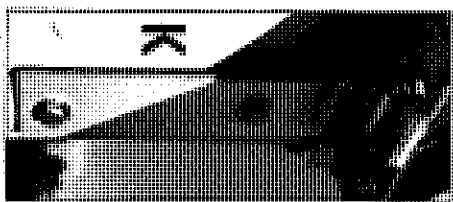
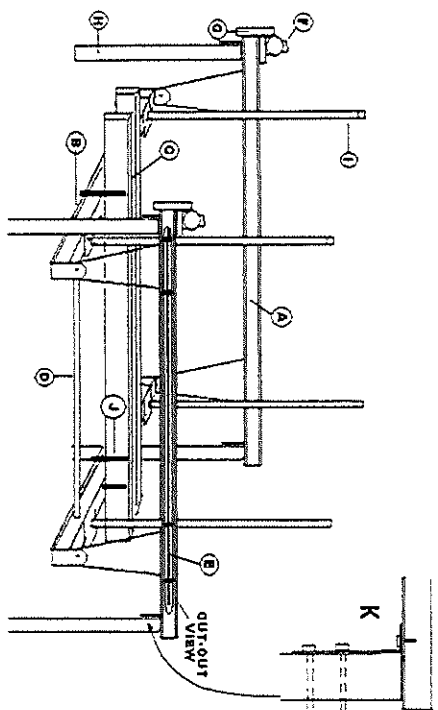




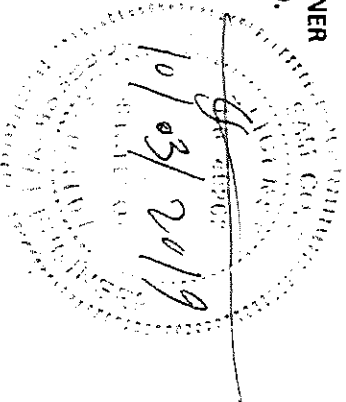
# DAVIT MASTER ENGINEERING SPECIFICATIONS: ALUMINUM CRADLE LIFTS 7K - 25K

	A	B	C	D	E	F	F	F	H	I	J	K	
LIFT CAPACITY LBS.	TOP (UPPER) BEAMS	CRADLE (LOWER) BEAMS	BUNK BOARDS	CABLE S.S.	CABLE SPREAD (SPANNER BEAMS)	DRIVE SHAFTS/ WINDER DIA.	CHAIN DRIVE MOTORS HP (TENV)	DIRECT DRIVE MOTORS HP (TENV)	BELT DRIVE MOTORS HP (TENV)	PILING (QTY) / SIZE	GUIDE POSTS WEIGHT PIPE SIZE	ALUMINUM CHOCK ANGLES	ALUMINUM PILE/BEAM ATTACHMENT BRACKETS
7000	150" X 6" X .17 2.5"W X .28	144" 6H X .19 4"W X .29	3" X 10" 12' LONG OR 5" X 10" X 12' AL	(4) 5/16" X 20' 1 PART	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 3/4 HP 110V-26A 220V-13A	(2) 3/4 HP 110V-26A 26.8A 220V-13.4A	(4) 8"	2" X 10" PVC 1.5" ID X 7'	15" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
10,000	150" X 6" X .17 2.5"W X .28	150" 8H X .23 5"W X .35	3" X 10" 12' LONG OR 5" X 10" X 12' AL	(4) 1/4" X 30' 2 PART	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 3/4 HP 110V-26A 220V-13A	(2) 3/4 HP 110V-26A 26.8A 220V-13.4A	(4) 8"	2" X 10" PVC 1.5" ID X 7'	17" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
13,000	150" X 6" X .17 2.5"W X .28	150" 8H X .25 5"W X .41	3" X 10" 12' LONG OR 5" X 10" X 12' AL	(4) 5/16" X 30' 2 PART	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 1 HP 110V-28A 220V-14A	(2) 3/4 HP 110V-26.8A 220V-13.4A	(4) 8"	2" X 10" PVC 1.5" ID X 7'	17" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
16,000	150" X 7" X .17 2.5"W X .29	160" 10H X .19 6"W X .29	3" X 10" 14' LONG OR 5" X 10" X 14' AL	(4) 5/16" X 30' 2 PART	8'	SCHD 80 1.5" 2-3/8" DIA.	NA	(2) 1.5 HP 110V-30.4A 220V-15.2A	NA	(4) 10"	2" X 10" PVC 1.5" ID X 7'	19" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
20,000	196" X 8" X .19 3"W X .35	204" 10H X .25 6"W X .41	3" X 10" 16' LONG OR 5" X 10" X 16' AL	(4) 3/8" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(2) 1.5 HP 110V-30.4A 220V-15.2A	NA	(4) 10"	2.5" X 15' PVC 2" ID X 7'	20" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
20,000	210" X 8" X .19 3"W X .35	204" 10H X .25 6"W X .41	3" X 10" 16' LONG OR 5" X 10" X 16' AL	(4) 3/8" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1 HP 220V-28A	NA	(8) 10"	2.5" X 15' PVC 2" ID X 7'	20" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
25,000	210" X 8" X .25 3.75"W X .41	204" 12H X .29 7"W X .47	DBL 3" X 12" 16' LONG	(4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	(2) 1.5 HP 110V-30.4A 220V-15.2A	NA	NA	(4) or (6) 10"	2.5" X 15' PVC 2" ID X 7'	22" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS
25000	210" X 8" X .25 3.75"W X .41	204" 12H X .29 7"W X .47	DBL 3" X 12" 16' LONG	(4) 7/16" X 35' 2 PART	12'	SCHD 80 1.5" 3" DIA.	NA	(4) 1.5 HP 220V-30.4A	NA	(8) 10"	2.5" X 15' PVC 2" ID X 7'	22" WITH SS HARDWARE	13" 1/4" ALUMINUM TEE WITH: (2) 1/2" X 2" SS FRAME BOLTS (2) 1/2" SS PILE THROUGH BOLTS

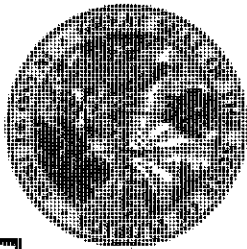
Structure is designed to withstand 145 mph winds Exposure "D" In accordance to ASCE 7-10 as well as 2017 Florida Building Code, 6th edition. Provided boats are not stored on lifts during high wind events and lifts are in full up position. Bottom penetration to be in conformance with local regulations/code and a minimum of 10" into the subsurface. Structural components of DAVIT MASTER lifts consist of 6061-T6 Marine Grade Aluminum, all fasteners and hardware are 304 Stainless Steel.



**SAM COLE, P.E.**  
**PROFESSIONAL ENGINEER**  
**FL REGISTRATION NO. 49262**  
**STRUCTURAL AND SITE ENGINEERING**  
**FL C of A NO. 26218**  
**1120 PINELLAS BAYWAY**  
**UNIT #210**  
**TIERRA VERDE, FL 33715**  
**727-363-9595**  
**samcolepe@gmail.com**  
**SSE JOB NO. 18200**  
**OCTOBER 3, 2019**



**DAVIT MASTER**  
**BOAT LIFTS**  
**5560 ULMERTON ROAD**  
**CLEARWATER, FL 33760**  
**727-573-4414**  
**WWW.DAVITMASTER.COM**  
**sales@davitmaster.com**



Ron DeSantis, Governor

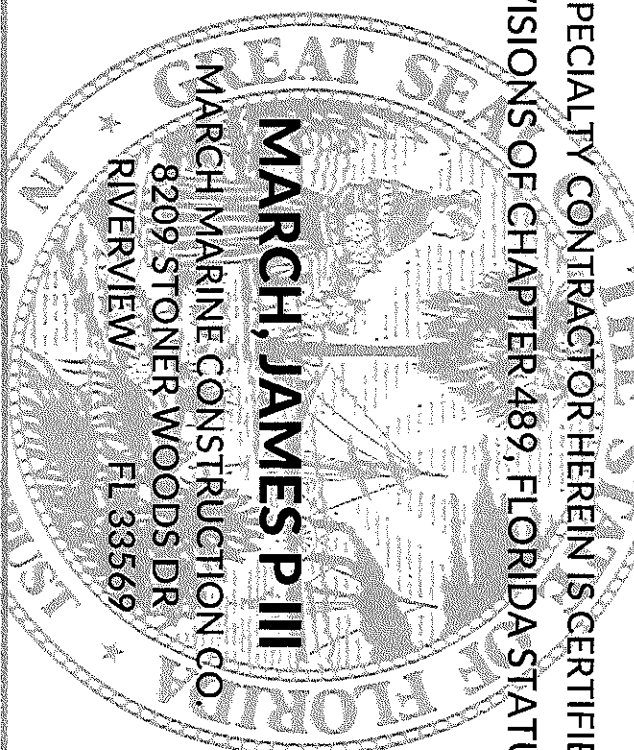
Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**LICENSE NUMBER: SCC131152103**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 06/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Safe Havens Insurance LLC 1250 Kingston Way  Mulberry FL 33860		<b>CONTACT NAME:</b> Julie Gethers <b>PHONE (A/C, No, Ext):</b> 813-280-9560 <b>FAX (A/C, No):</b> 813-212-7872 <b>E-MAIL ADDRESS:</b> j.gethers@safehavensinsurance.com	
<b>INSURED</b> March Marine Construction Company 8209 Stoner Woods Drive Riverview, Florida 33569		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Specialty Insurance <b>INSURER B:</b> Everest National Insurance Company <b>INSURER C:</b> AmGUARD Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 27154 10120 42390	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	B5JH27870-05	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MAAU605280	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UIM CSL \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	9700000385-251	01/01/2025	01/01/2026
A	Pollution Liability-embedded in the CGL policy	Y	Y	B5JH27870-05	01/01/2025	01/01/2026	Each Occurrence 1,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Watercraft liability is included under the Protection & Indemnity portion of the marine liability policy in the amount of 1 mil each occurrence, 2 million aggregate.

USH&L Workers Compensation-Valid in Florida

Hillsborough County Development Services listed as an Additional Insured on Commercial General Liability (CGL) policy.

## CERTIFICATE HOLDER

## CANCELLATION

Hillsborough County Development Services 601 E. Kennedy Blvd 19th FL P.O. Box 1110 Tampa FL 33601-1110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

PSH TITLE LLC 5750 MAJOR BLVD., SUITE 110

68119

FILE #: 24-0363 AMOUNT: \$73.25 DATE: 04/29/2025 CODE: CK #: 68119 ALT:

PAYEE: -- Shutts & Bowen LLP

4301 W. Boy Scout Blvd.,  
SELLER(S) -- Park Square Enterprises LLC

BUYER(S) -- 1078 Signet LLC

PROPERTY LOCATION --  
1078 Signet Drive, Apollo Beach, FL 33572  
Lot 79, Marisol Pointe,

Record Dock Easement

**PSH TITLE LLC**

5750 Major Blvd., Suite 110  
ORLANDO, FL 32819  
407-379-1640

JPMorgan Chase Bank, N.A.

www.chase.com  
63-8413/2670  
63-8413/2870

FILE #: 24-0363 68119

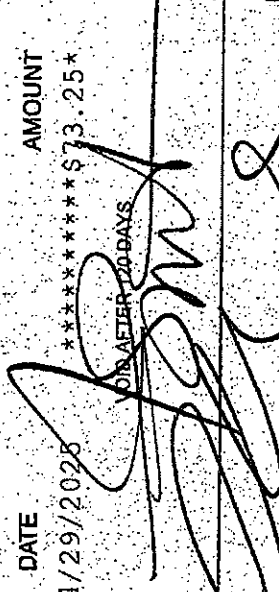
SEVENTY-THREE AND 25/100 DOLLARS \*\*\*

PAY  
TO THE  
ORDER  
OF

Shutts & Bowen LLP  
4301 W. Boy Scout Blvd.,  
Suite 300  
Tampa, FL 33607

DATE 04/29/2025 AMOUNT \*\*\*\*\*\$73.25\*

VOID AFTER 60 DAYS

  
AUTHORIZED SIGNATURE

807689737

11068119 12670841311

Consideration: \$5,500.00  
Documentary Stamps Paid: \$24.50

Prepared by and when  
Recorded return to:

Shutts & Bowen LLP  
Tirso M. Carreja, Jr., Esq.  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**DECLARATION OF DOCK EASEMENT, COVENANTS  
AND RESTRICTIONS FOR  
LOT 79, MARISOL POINTE  
PER PLAT BOOK 142, PAGE 57-68, OF THE PUBLIC RECORDS OF  
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Declaration") is made, executed, granted, imposed and declared this 24<sup>th</sup> day of May, 2025, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("Park Square") to and in favor of the Owner (as that term is defined below) of Lot 79, MARISOL POINTE, according to the plat thereof (the "Plat") recorded in Plat Book 142, Page 57-68, of the Public Records of Hillsborough County, Florida ("Benefitted Lot").

**RECITALS**

A. The term "Owner" shall mean and refer to the fee simple record owner of the Benefitted Lot. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials now or hereafter constructed in the Tract (hereinafter defined), and which is located adjacent to the rear boundary line of the Benefitted Lot, and may include boat lift pilings as described in Article I below, all subject to approval as provided in Article III below.

B. Park Square is the fee simple record owner of TRACT "C" shown and described on the Plat (the "Tract").

C. The Tract contains a canal (the canal sometimes being referred to herein as the "Waterbody"), which is adjacent to, and shares a common boundary line with, the Benefitted Lot. Park Square wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure located in the Waterbody, subject to the terms and conditions set forth herein.

**ARTICLE I  
EASEMENT FOR DOCK STRUCTURE**

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Park Square does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace, at Owner's sole cost and expense, a Dock Structure adjacent to the Benefitted Lot. The Dock Easement granted by this Article is on and over that portion of the Tract lying immediately under the Dock Structure at the location where the Dock Structure is approved as provided in Article III below, and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the pilings supporting the Dock Structure and/or boat lift are approved pursuant to Article III below (the "Dock Easement Area"). The Dock Easement includes the right,

and the Owner of the Benefitted Lot is hereby granted, a perpetual non-exclusive easement to install boat lift pilings (i.e., inner and outer boat lift pilings, which are designed as the supports of a boat lift) on the bottom of the Tract, subject to approval of any such boat lift pilings as described in Article III below.

After the Dock Structure is approved pursuant to Article III below, Park Square shall have the right (but not the obligation) to record in the public records a notice (a "**Notice of Dock Easement Area**") describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Park Square shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to the Dock Easement Area.

## **ARTICLE II**

### **EASEMENT FOR OTHER DOCK ENCROACHMENTS**

Some portions of the Dock Structure may inadvertently encroach slightly into a "dock easement area" serving an adjoining Lot, and the "dock structure" constructed on an adjoining Lot may encroach slightly into the Dock Easement Area serving the Benefitted Lot. If such an encroachment exists as the result of the original construction of a "dock structure" or the Dock Structure as approved, as applicable, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event any encroaching dock structure or the Dock Structure must be replaced in the future, the replacement dock structure or Dock Structure, as applicable, shall have an easement for an encroachment of the same degree and size as the original encroaching structure, subject to approval of any replacement structure as required by Article III below.

## **ARTICLE III**

### **APPROVAL OF DOCK STRUCTURE**

This Dock Easement Declaration grants only easement rights in the Tract owned by Park Square, as expressly provided herein. Nothing in this Dock Easement Declaration shall be deemed an authorization to construct, or the approval of, any Dock Structure, associated pilings, any boat, other watercraft, any water fixtures, or any other improvement, fixtures, or property associated with the Dock Structure, or otherwise, within the Waterbody, all of which are subject to the approval of Harbor Bay Community Development District (its successors or assigns, the "**CDD**") in accordance with the MiraBay Master Dock Plan, the Harbor Bay Community Development District Rule Regarding District Waterways and Boating Facilities (as amended, restated, and/or supplemented from time to time), and any other rules, restrictions, requirements or guidelines promulgated by the CDD, from time to time, related to improvements and property within the Waterbody (collectively, the "**Dock Rules**"). Owner should obtain the Dock Rules from the CDD, and Owner must obtain the CDD's approval prior to constructing any improvement or maintaining any property within the Waterbody. Park Square makes no representation or warranty that the CDD will grant any approvals to Owner.

**PLEASE BE ADVISED THAT WATER FIXTURES AND DOCK STRUCTURES CONSTRUCTED PURSUANT TO THIS EASEMENT ARE DESIGNATED AS "RESTRICTED" PURSUANT TO THAT CERTAIN MASTER DOCK PLAN, DATED AUGUST 2020, PREPARED BY HALFF ASSOCIATES, INC., PROJECT No. 38905.002, AS MAY BE AMENDED FROM TIME TO TIME. ACCORDINGLY, CONSTRUCTION OF FIXTURES AND STRUCTURES WITHIN THE EASEMENT AREA AND USE OF SUCH FIXTURES AND STRUCTURES ARE RESTRICTED. DETAILS CONCERNING THE RESTRICTIONS MAY BE OBTAINED BY CONTACTING THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT.**

**ARTICLE IV**  
**COVENANTS AND RESTRICTIONS**

1. The Dock Rules may include, without limitation, rules regarding approval and registration of boats and other watercraft, the total number of watercraft in MiraBay, the maximum length of watercraft that may be docked in MiraBay (all of which may differ between the Benefitted Lot and any other lot in MiraBay), and rules regarding the maintenance of dock structures, watercrafts, and other improvements and property within the Waterbody. The existence of any dock, watercraft, property or fixture, or the condition thereof, shall not be deemed a representation or warranty that any such dock, watercraft, property, fixture, or condition will be approved or permitted with respect to the Benefitted Lot.

2. The Owner of the Benefitted Lot shall repair and maintain the Dock Structure in good condition and repair, at Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, all subject to the Dock Rules. If Owner fails to maintain, repair or replace the Dock Structure as required by this section, then Park Square shall have the right, but not the obligation, to perform such maintenance, repair or replacement at the Owner's sole cost and expense, and Owner shall reimburse such amounts to Park Square within ten (10) days of written demand to Owner. If Owner fails to reimburse Park Square as required by this section within such 10-day period, then the amount due by Owner to Park Square shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and Park Square shall have the right to record a lien in the Public Records against title to the Benefitted Lot and/or Owner's interest in the Dock Easement and Dock Easement Area, to secure any amount owed by Owner to Park Square in accordance with this section, and to foreclose on such lien in accordance with Florida law.

3. The Owner of the Benefitted Lot, by joining herein or by taking title to the Benefitted Lot, as applicable, agrees to and shall indemnify and hold harmless Park Square, the CDD, the MiraBay Homeowners Association, Inc., Park Square Enterprises, LLC d/b/a Park Square Homes, and their respective officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the easement rights granted herein or construction or use of any Dock Structure, watercraft, fixtures, or other property or improvements, by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on, or as a result of a person falling or jumping from, a Dock Structure, watercraft, fixtures, or other property or improvements; (b) claims arising out of the utilization of the Dock Structure or other improvements to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure, fixtures, or other property or improvements; (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Waterbody; and (e) Owner's, its guests' or invitees' non-compliance with the Dock Rules, or failure to obtain approval of any Dock Structure, watercraft, fixtures, or other property or improvements as required by Article III above.

**ARTICLE V**  
**MISCELLANEOUS**

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, both benefitting and burdening title to the Benefitted Lot and the portion of the Tract constituting the Dock Easement Area. This Dock Easement Declaration may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Tract.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Park Square has executed this Dock Easement Declaration.

Signed, sealed and delivered  
in the presence of:

**PARK SQUARE ENTERPRISES, LLC,**  
a Delaware limited liability company

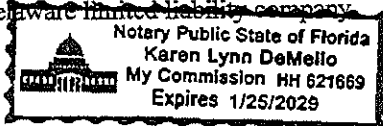
[Signature]  
Print Name: Karen L. DeMello  
Address: 5750 Major Blvd #110  
Orlando, FL 32819  
[Signature]  
Print Name: Tamara J. J. J.  
Address: 5750 Major Blvd. Suite 110  
Orlando, FL 32819

By: [Signature]  
Name: Suresh Gupta  
Title: Manager  
Date: 5/19/2025  
Address: 5200 Vineland Road, Ste. 200  
Orlando, FL 32811

STATE OF FLORIDA )

COUNTY OF Orange )

I, Karen L. DeMello, a Notary Public for said County and State, do hereby  
certify that Suresh Gupta appeared before me this day by means of ☒ physical  
presence or ☐ online notarization and is either ☒ personally known to me or ☐ produced  
as identification and acknowledged that s/he is the  
Manager of PARK SQUARE ENTERPRISES, LLC, a Delaware  
limited liability company, and that s/he, as Manager, being authorized to  
do so, executed this Dock Easement Declaration on behalf of PARK SQUARE ENTERPRISES, LLC, a  
Delaware limited liability company.



(AFFIX NOTARY SEAL)

[Signature]  
Notary Public - State of Florida  
Print Name: Karen L. DeMello  
My Commission Expires: \_\_\_\_\_



**JOINDER AND CONSENT OF OWNER(S)**

The undersigned Owner(s) hereby joins in and consents to the Dock Easement, Covenants and Restrictions to which this joinder and consent is attached.

**WITNESSES:****OWNER:**

MARISSA ROMANO, Trustee of the MUNCH  
FAMILY IRREVOCABLE TRUST dated July 8,  
2022

~~Print Name: Gary Munch  
Address: 29 View Rd  
Setauket NY 11733  
Barbara Munch  
Print Name: Barbara Munch  
Address: 29 View Rd  
Setauket NY 11733~~

X By: Marissa Romano  
Name: Marissa Romano  
Title: Trustee  
Date: 5/8/24  
Address: 1078 Signet Drive  
Apollo Beach, FL 33572

STATE OF ~~FLORIDA~~ NYCOUNTY OF Suffolk

I, Salwa Atique, a Notary Public for said County and State, do hereby certify that Marissa Romano, Trustee of Munch Family Irrevocable Trust dated July 8, 2022, appeared before me this day by means of ☒ physical presence or ☐ online notarization and is either ☐ personally known to me or ☒ produced NYS Driver's License as identification and acknowledged that she, as Trustee on behalf of the Trust, being authorized to do so, executed this Joinder and Consent of Owner to Dock Easement, Covenants and Restrictions.

(AFFIX NOTARY SEAL)

**SALWA ATIQUE**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AT6380626  
QUALIFIED IN SUFFOLK COUNTY  
MY COMMISSION EXPIRES OCTOBER 22, 2026

Notary Public - State of Florida NY (SA 06708/2025)  
Print Name: SALWA ATIQUE  
My Commission Expires: 10/28/2026