



Rizzetta & Company

Hammock Oaks Community Development District

**Board of Supervisors' Meeting
March 9, 2026**

**District Office:
5020 W. Linebaugh Avenue #240
Tampa, Florida 33624
813.933.5571
hammockoakscdd.net**

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, FL 34731

Board of Supervisors	Bill Fife Stephanie Vaughn Greg Beliveau Pete Williams Vacant	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Kutak Rock LLP
District Engineer	Robert Walpole	CHW Professional Consultants

All cellular phones and pagers must be turned off during the meeting.

The audience comments portion of the agenda is when individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

District Office – Tampa, Florida (813) 933-5571
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.hammockoakscdd.net

March 2, 2026

**Board of Supervisors
Hammock Oaks Community
Development District**

AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Hammock Oaks Community Development District will be held on **Monday, March 9, 2026 at 1:00 p.m.**, at the Fruitland Park Library located at 604 W. Berckman Street, Fruitland Park, FL 34731. The following is the agenda for the meeting:

BOS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Regular Board of Supervisors' Meeting Minutes for February 9, 2026..... Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for January 2026..... Tab 2
 - C. Ratification of Change Order Tab 3
- 4. BUSINESS ITEMS**
 - A. Public Hearing on Amenities Rules & Parking Rules
 - i. Consideration of Resolution 2026-02; Adopting Amenity Rules & Rates..... Tab 4
 - ii. Consideration of Resolution 2026-03; Adopting Parking & Towing Policies Tab 5
 - B. Ratification of Lift Station #1 Second Amendment to Reciprocal Easement Agreement..... Tab 6
 - C. Ratification of First Services Facilities Management Agreement Tab 7
 - D. Consideration of Acquisition of Amenity Center Tab 8
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Field Inspection Services Report Tab 9
 - D. District Manager
 - i. Review of District Manager's Report Tab 10

6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Lynn Hayes
Lynn Hayes
District Manager

Tab 1

MINUTES OF MEETING

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

**HAMMOCK OAKS
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of Hammock Oaks Community Development District was held on **Monday, February 9, 2026, 1:04 p.m.** at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, FL 34731.

Present and constituting a quorum:

Stephanie Vaughn	Board Supervisor, Vice Chairmen
Greg Beliveau	Board Supervisor, Assistant Secretary
Owen Budorick	Board Supervisor, Assistant Secretary
Pete Williams	Board Supervisor, Assistant Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta & Company
Jere Earlywine	District Counsel, Kutak Rock (via phone)

Audience	None
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FIRST ORDER OF BUSINESS **Call to Order**

Mr. Hayes called the meeting to order at 1:04 p.m. confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

There were no members of the general audience in attendance.

THIRD ORDER OF BUSINESS **Consideration of Regular Board of Supervisors Meeting Minutes for November 10, 2025**

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors approved the November 10, 2025, Regular Board of Supervisors Meeting Minutes, as presented, for the Hammock Oaks Community Development District.

FOURTH ORDER OF BUSINESS **Ratification of Operation &**

**Maintenance Expenditures for
October through December 2025**

Mr. Hayes reviewed the operation and maintenance expenditures with the Board of Supervisors and asked if there were any questions. There were none.

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for October 2025 (\$41,663.71), November 2025 (\$30,692.93) and December 2025 (\$44,724.23) for the Hammock Oaks Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Change Orders

Mr. Earlywine reviewed with the Board of Supervisors the Hughes Brothers Change Order #11, for the Phase 1C Infrastructure, adjusting or replacing valve cans, cable connectors and brass tags in the amount of \$5,228.80, Change order #12 Phase 1B Infrastructure, adjusting or replacing valve cans, cable connectors and brass tags in the amount of \$5,578.80, and Change order #13 Phase 1B Infrastructure, reuse meters for townhomes in the amount of \$7,889.55.

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors, ratified Change Orders #11, #12, and #13 with Hughes Brothers Construction, Inc. for the Hammock Oaks Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Construction
Requisitions Series 2025 AA3**

Mr. Earlywine reviewed the Series 2025 AA3 Construction Requisitions #3 and #4 with the Hammock Oaks Community Development District Board of Supervisors.

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors ratified the Series 2025 AA3 construction requisition # 3 for \$1,671,534.60 with SK Hammock Oaks, LLC, and #4 for \$733,202.40 with SK Hammock Oaks, LLC, for the Hammock Oaks Community Development District.

SEVENTH ORDER OF BUSINESS

**Ratification of Addendum to
Construction Contract Phases 2B and
2C Infrastructure**

Mr. Hayes reviewed the Hughes Brothers Construction, Inc. Contract for phases 2B and 2C infrastructure with the Hammock Oaks Community Development District the Board of Supervisors.

On a Motion by Mr. Williams, seconded by Ms. Vaughn with all in favor, the Board of Supervisors ratified the Contract for phases 2B and 2C infrastructure between Hughes Brothers Construction, Inc. and SK Hammock Oaks, LLC, for the Hammock Oaks Community Development District.

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EIGHTH ORDER OF BUSINESS

**Ratification of Addendum to
Construction Contract Phases 2B and
2C MG**

Mr. Hayes reviewed the Hughes Brothers Construction, Inc. Contract for phases 2B and 2C MG with the Hammock Oaks Community Development District Board of Supervisors.

On a Motion by Mr. Williams, seconded by Ms. Vaughn with all in favor, the Board of Supervisors ratified the Contract for phases 2B and 2C MG between Hughes Brothers Construction, Inc. and SK Hammock Oaks, LLC, for the Hammock Oaks Community Development District.

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NINTH ORDER OF BUSINESS

**Ratification of Pillars
Janitorial Maintenance Group
Agreement Service**

Mr. Hayes stated the cost of the services is \$1,650 per month.

On a Motion by Mr. Williams, seconded by Ms. Vaughn with all in favor, the Board of Supervisors ratified the Pillars Group Janitorial Maintenance Agreement for \$1,650 per month, for the Hammock Oaks Community Development District.

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TENTH ORDER OF BUSINESS

**Ratification of Roundabout
Improvements Maintenance
Agreement Between SK Hammock
Oaks, LLC and Lake County Florida**

Mr. Hayes presented the agreement and asked that it be ratified.

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors ratified the Roundabout Improvements Maintenance Agreement between SK Hammock Oaks, LLC and Lake County Florida, for the Hammock Oaks Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Ratification of Resort Pool Services
Agreement for Pool Maintenance
Services**

Mr. Hayes presented the agreement totaling \$2,400 per month and asked that it be

115 ratified.
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On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors ratified the Resort Pool Services Agreement for pool maintenance services at a cost of \$2,400 per month, for the Hammock Oaks Community Development District.

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118 **TWELFTH ORDER OF BUSINESS**

**Ratification of Clearworld Lighting
Design Analysis Agreement**

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121 Mr. Earlywine presented the MKA International, Inc. budget proposal for Clearworld
122 Lighting Design Analysis structural analysis of light pole design and code compliance for
123 approximately \$6,250.
124

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors ratified the Clearworld Lighting Design Analysis proposal for Structural analysis of light pole design & code compliance, for the Hammock Oaks Community Development District.

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126 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Second Amendment
to Reciprocal Easement Agreement**

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129 Mr. Earlywine presented the agreement between SK Hammock Oaks, LLC, VSI
130 Lady Lake, LLC, and Hammock Oaks Community Development District.
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On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors approved the Second Amendment to the Reciprocal Easement agreement , as presented, for the Hammock Oaks Community Development District.

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133 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of First Services
Agreement**

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136 Mr. Earlywine discussed changes that were requested by First Services
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On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors approved the First Services Facility Management Agreement, in substantial form, for the Hammock Oaks Community Development District.

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142 **FIFTEENTH ORDER OF BUSINESS**

**Discussion of Draft Amenity Rules &
Rates & Parking Enforcement Rules**

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146 Mr. Earlywine presented the draft Amenity Rules, & Rates, & Parking Enforcement
147 Rules and a brief discussion ensued about implementing the rules now, but rates require a
148 public hearing. The public hearing could be held during the May meeting to allow time for
149 required legal advertising.

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On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors approved the draft Amenity Rules and Parking Enforcement, in substantial form, for the Hammock Oaks Community Development District.

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SIXTEENTH ORDER OF BUSINESS

**Consideration of AREHNA B.
Prop-036 Lighting Proposal –
Under Separate Cover**

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It was stated that this is for light pole foundation evaluations during installation.

On a Motion by Mr. Williams, seconded by Ms. Vaughn, with all in favor, the Board of Supervisors ratified the AREHNA B. Prop-036 lighting proposal, for the Hammock Oaks Community Development District.

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SEVENTEENTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel

Mr. Earlywine was present but had no report.

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B. District Engineer

Mr. Walpole was not present and there was no report.

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C. Field Inspection Report (December & January)

Discussion was held regarding the reports and requests made for a proposal to address item #2 on page 398, item #7 on page 386, and for United Land to inspect to see if there are any underground animal tunnels.

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D. District Manager's Report

Mr. Hayes presented his monthly report and the 4th quarter website compliance report, noting that the District passed all ADA website accessibility and Florida Statute 189.069 requirements.

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Mr. Hayes reminded the Board of Supervisors that the next regular meeting will be on March 9, 2026, at 1:00 p.m.

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EIGHTEENTH ORDER OF BUSINESS

Supervisor Requests

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There were no Supervisor Requests put forward.

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NINETEENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Williams, seconded by Mr. Beliveau, the Board with all in favor, the Board of Supervisors adjourned the meeting at 1:39 p.m., for the Hammock Oaks

Community Development District.

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Assistant Secretary

Chairman / Vice-Chairman



Tab 2

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

District Office · Tampa, Florida · (813) 933-5571

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures January 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$36,876.98**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Hammock Oaks Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	300090	3688802	Legal Services - Litigation 11/25	\$ 1,038.50
Kutak Rock, LLP	300090	3688803	Legal Services 11/25	\$ 2,338.40
Resort Pool Services	300092	30282	Pool Maintenance 01/26	\$ 2,400.00
Resort Pool Services	300092	30390	Pool Permit 01/26	\$ 175.00
Rizzetta & Company, Inc.	300087	INV0000106263	District Management Fees 01/26	\$ 5,203.58
Town of Lady Lake Utility	20260115-1	21995525168-123025	Water Services 11/25	\$ 90.78
Town of Lady Lake Utility	20260115-1	21995525304-123025	Utility Services 11/25	\$ 2,433.50
Town of Lady Lake Utility	20260115-1	21995525648-123025	Utility Services 11/25	\$ 1,181.37
United Land Services	300091	183232	Landscape Maintenance 12/25	\$ 200.00
United Land Services	300088	184520	Landscape Maintenance 12/25	\$ 125.00
United Land Services	300089	186589	Landscape Maintenance 01/26	\$ <u>21,690.85</u>
Report Total				\$ <u>36,876.98</u>

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 23, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3688802

33323-9

Re: RET Litigation Matter

For Professional Legal Services Rendered

11/03/25	J. Cox	0.30	202.50	Read and analyze email correspondence regarding lighting issues; telephone conference with J. Earlywine and W. Fife regarding lighting issues; follow up call with representatives of developer and J. Earlywine; email to HV Solar's counsel; telephone conference with HV Solar's counsel; follow up call with J. Earlywine; call with W. Fife
11/03/25	B. Davenport	0.10	29.50	Review correspondence from HVS and RET regarding lighting dispute; review and analysis of cure notice
11/04/25	J. Cox	0.50	337.50	Revise, finalize and send notices to cure letters to counsel for HV Solar and counsel for RET
11/07/25	J. Cox	0.10	67.50	Email exchange with counsel for HV Solar regarding nonworking lights

KUTAK ROCK LLP

Hammock Oaks CDD
January 23, 2026
Client Matter No. 33323-9
Invoice No. 3688802
Page 2

11/12/25	J. Cox	0.20	135.00	Read and analyze letter from RET regarding proposed interim settlement; email exchange with W. Fife; email exchange with J. Earlywine
11/13/25	J. Cox	0.10	67.50	Telephone conference with W. Fife and J. Earlywine regarding status and strategy
11/24/25	J. Cox	0.20	135.00	Telephone conference regarding potential resolution with HV Solar
11/24/25	J. Earlywine	0.20	64.00	Conference call regarding potential settlement offer

TOTAL HOURS 1.70

TOTAL FOR SERVICES RENDERED \$1,038.50

TOTAL CURRENT AMOUNT DUE \$1,038.50

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

January 23, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Hammock Oaks CDD

Rizzetta & Company

Ste. 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3688803

33323-1

Re: General Counsel

For Professional Legal Services Rendered

11/01/25	P. O'Bryant	0.20	59.00	Conduct research and prepare memorandum regarding current law on the open carry of firearms on district property or at meetings
11/03/25	K. Ibarra	0.50	110.00	Prepare resolution amending budget
11/03/25	A. Ligas	1.20	318.00	Prepare acquisition of Phase 2 improvements; prepare addenda to contractor agreements; correspond with contractor and engineer regarding same
11/05/25	A. Ligas	1.20	318.00	Prepare acquisition of assessment area three improvements; correspond with engineer and developer regarding same; prepare addenda to contractor agreements; correspond with district staff regarding same
11/07/25	A. Ligas	0.60	159.00	Prepare acquisition of assessment area three improvements
11/10/25	J. Earlywine	0.80	256.00	Prepare for, travel to and from, and attend Board meeting; follow-up
11/11/25	J. Earlywine	0.30	96.00	Conference call regarding easement and lift station

KUTAK ROCK LLP

Hammock Oaks CDD
January 23, 2026
Client Matter No. 33323-1
Invoice No. 3688803
Page 2

11/17/25	A. Ligas	0.20	53.00	Prepare change orders for Phase 1B and 1C contracts; send same for signatures
11/18/25	A. Ligas	1.00	265.00	Prepare property due diligence report
11/21/25	A. Ligas	0.50	132.50	Prepare janitorial maintenance agreement; send same for signatures; correspond with contractor regarding landscape maintenance agreement and certificate of insurance
11/21/25	A. Ligas	0.10	26.50	Conference with developer's finance staff regarding partial acquisition of improvements
11/25/25	A. Ligas	0.10	26.50	Prepare change order for Phase 1B contract; send same to district staff for ratification
11/26/25	J. Earlywine	0.80	256.00	Review second amendment to commercial cost share; review cost share provision of original cost share; email regarding same; confer with Vaughn and send email regarding pond item; review property records regarding same
11/30/25	J. Earlywine	0.50	160.00	Review and comment on Phase 3A and 3B plats; email regarding same
TOTAL HOURS		8.00		
TOTAL FOR SERVICES RENDERED				\$2,235.50
DISBURSEMENTS				
Travel Expenses			102.90	
TOTAL DISBURSEMENTS				<u>102.90</u>
TOTAL CURRENT AMOUNT DUE				<u>\$2,338.40</u>

Resort Pool Services DBA
14711 Henson Rd
Orlando, FL 32832-6535 US
+13216896210
resortinvoice@gmail.com



Invoice 30282

BILL TO
Hammock Oaks
Hammock Oaks

DATE
01/01/2026

PLEASE PAY
\$2,400.00

DUE DATE
01/16/2026

ACTIVITY	QTY	RATE	AMOUNT
Contract Pool Service monthly pool service	1	2,400.00	2,400.00

TOTAL DUE **\$2,400.00**

THANK YOU.

INVOICE

Resort Pool Services DBA
14711 Henson Rd
Orlando, FL 32832-6535

resortinvoice@gmail.com
+1 (321) 689-6210



Bill to
Hammock Oaks

Invoice details

Invoice no.: 30390
Terms: Net 30
Invoice date: 01/27/2026
Due date: 02/26/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/27/2026	Pool Permits	Pool permit pay	1	\$175.00	\$175.00
					Total	\$175.00

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
1/2/2026	INV0000106263

Bill To:

Hammock Oaks CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
--

Services for the month of	Terms	Client Number
January	Upon Receipt	00643

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,697.42	\$1,697.42
Administrative Services	1.00	\$371.33	\$371.33
Dissemination Services	1.00	\$250.00	\$250.00
Financial & Revenue Collections Services	1.00	\$318.25	\$318.25
Landscape Consulting Services	1.00	\$600.00	\$600.00
Management Services	1.00	\$1,856.58	\$1,856.58
Website Compliance & Management	1.00	\$110.00	\$110.00
		Subtotal	\$5,203.58
		Total	\$5,203.58



TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer_service@ladylake.org

CUSTOMER NAME:	HAMMOCK OAKS COMMUNITY
ACCOUNT NUMBER:	219955-25168
SERVICE ADDRESS:	334 HAMMOCK OAKS BLVD
CYCLE:	01-29
BILLING DATE:	12/30/25

ACCOUNT BALANCE SUMMARY	
PREVIOUS BALANCE:	\$223.91
PAYMENTS:	\$223.91 CR
ADJUSTMENTS:	\$0.00
PAST DUE BALANCE:	\$0.00 DUE BY 01/05/26
CURRENT CHARGES:	\$90.78 DUE BY 1/20/26
TOTAL BALANCE DUE:	\$90.78

(See reverse side of statement for payment options)

Thank you for your prompt payment.

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

SERVICE DETAILS

SERVICE PERIOD: 11/06/25 to 12/08/25
SERVICE DAYS: 32 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
WA	6	5	1

CURRENT CHARGES

BILLING CHARGE	\$4.43
FACILITIES CHARGE	\$77.82
VOLUME CHG 0-3000 1.0	\$3.39
COMMERCIAL WATER TAX	\$5.14
TOTAL CURRENT CHARGES	\$90.78

TOWN NEWS AND NOTES

This is your final notice if you have a past due balance. All past due balances over \$10 must be paid by 6pm on Mon. Jan. 5th to avoid shut off on Tues. Jan. 6nd. To make payments online with your debit or credit card go to our website: ladylakefl.gov

Bank draft is also available.

To make a payment by phone call 1-888-970-1327.

Only rain down the storm drain!
Never pour or blow anything down the storm drain.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. WHEN PAYING IN PERSON, PLEASE BRING BOTH PORTIONS OF THIS BILL.



409 Fennell Boulevard
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

PAYMENT COUPON	
ACCOUNT NUMBER:	219955-25168
PAST DUE BALANCE:	\$0.00 DUE BY 01/05/26
CURRENT CHARGES:	\$90.78 DUE BY 1/20/26
TOTAL AMOUNT DUE:	\$90.78
ENTER PAID AMOUNT:	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE, FLORIDA 32159-3158

HAMMOCK OAKS COMMUNITY
DEVEL. DISTRICT, ATTN: L HAYES
PO BOX 32414
CHARLOTTE NC 28232





TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer_service@ladylake.org

CUSTOMER NAME:	HAMMOCK OAKS COMMUNITY
ACCOUNT NUMBER:	219955-25304
SERVICE ADDRESS:	100 HAMMOCK OAKS BLVD
CYCLE:	01-29
BILLING DATE:	12/30/25

ACCOUNT BALANCE SUMMARY	
PREVIOUS BALANCE:	\$5,969.84
PAYMENTS:	\$5,969.84
ADJUSTMENTS:	\$0.00
PAST DUE BALANCE:	\$0.00 DUE BY 01/05/26
CURRENT CHARGES:	\$2,433.50 DUE BY 1/20/26
TOTAL BALANCE DUE:	\$2,433.50

(See reverse side of statement for payment options)

Thank you for your prompt payment.

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

SERVICE DETAILS

SERVICE PERIOD: 11/06/25 to 12/08/25
SERVICE DAYS: 32 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	12213	11598	615

CURRENT CHARGES

RECLAIMED WATER	615.0	\$2,295.75
COMMERCIAL WATER TAX		\$137.75
TOTAL CURRENT CHARGES		\$2,433.50

TOWN NEWS AND NOTES

This is your final notice if you have a past due balance. All past due balances over \$10 must be paid by 6pm on Mon. Jan. 5th to avoid shut off on Tues. Jan. 6nd. To make payments online with your debit or credit card go to our website: ladylakefl.gov

Bank draft is also available.

To make a payment by phone call 1-888-970-1327.

Only rain down the storm drain!
Never pour or blow anything down the storm drain.

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409 Fennell Boulevard
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

PAYMENT COUPON	
ACCOUNT NUMBER:	219955-25304
PAST DUE BALANCE:	\$0.00 DUE BY 01/05/26
CURRENT CHARGES:	\$2,433.50 DUE BY 1/20/26
TOTAL AMOUNT DUE:	\$2,433.50
ENTER PAID AMOUNT:	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE, FLORIDA 32159-3158

HAMMOCK OAKS COMMUNITY
DEVEL. DISTRICT, ATTN: L HAYES
PO BOX 32414
CHARLOTTE NC 28232





TOWN OF LADY LAKE UTILITY STATEMENT

409 Fennell Boulevard Lady Lake, Florida 32159 - Office Hours 7:30 am – 6:00 pm, Monday - Thursday (Excluding holidays)
For questions about your statement contact us at: Phone: (352) 751-1525 or email: customer_service@ladylake.org

CUSTOMER NAME:	HAMMOCK OAKS COMMUNITY
ACCOUNT NUMBER:	219955-25648
SERVICE ADDRESS:	344 HAMMOCK OAKS BLVD
CYCLE:	01-29
BILLING DATE:	12/30/25

ACCOUNT BALANCE SUMMARY	
PREVIOUS BALANCE:	\$3,508.28
PAYMENTS:	\$3,508.28
ADJUSTMENTS:	\$0.00
PAST DUE BALANCE:	\$0.00 DUE BY 01/05/26
CURRENT CHARGES:	\$1,181.37 DUE BY 1/20/26
TOTAL BALANCE DUE:	\$1,181.37

(See reverse side of statement for payment options)

Thank you for your prompt payment.

Payments received after 6 pm are posted the next business day. A Late fee of \$10.00 will be assessed if your payment is not received by 6 pm on the due date.

SERVICE DETAILS

SERVICE PERIOD: 11/06/25 to 12/08/25
SERVICE DAYS: 32 (USAGE HISTORY LISTED IN THE THOUSANDS)

SERVICE	CURRENT READING	PREVIOUS READING	USAGE
RW	6654	6326	328

CURRENT CHARGES

RECLAIMED WATER	328.0	\$1,114.50
COMMERCIAL WATER TAX		\$66.87
TOTAL CURRENT CHARGES		\$1,181.37

TOWN NEWS AND NOTES

This is your final notice if you have a past due balance. All past due balances over \$10 must be paid by 6pm on Mon. Jan. 5th to avoid shut off on Tues. Jan. 6nd. To make payments online with your debit or credit card go to our website: ladylakefl.gov

Bank draft is also available.

To make a payment by phone call 1-888-970-1327.

Only rain down the storm drain!
Never pour or blow anything down the storm drain.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. WHEN PAYING IN PERSON, PLEASE BRING BOTH PORTIONS OF THIS BILL.



409 Fennell Boulevard
Lady Lake Florida 32159

Check and complete form on back of this coupon:

Changes in billing address

Enroll for Auto Bank Draft

PAYMENT COUPON	
ACCOUNT NUMBER:	219955-25648
PAST DUE BALANCE:	\$0.00 DUE BY 01/05/26
CURRENT CHARGES:	\$1,181.37 DUE BY 1/20/26
TOTAL AMOUNT DUE:	\$1,181.37
ENTER PAID AMOUNT:	

Please do not send cash through the mail or drop box. We are not responsible for lost cash. Make checks payable to:

TOWN OF LADY LAKE
409 FENNELL BOULEVARD
LADY LAKE, FLORIDA 32159-3158

HAMMOCK OAKS COMMUNITY
DEVEL. DISTRICT, ATTN: L HAYES
PO BOX 32414
CHARLOTTE NC 28232





12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 183232

Date	PO#
12/08/25	
Due Date	Terms
1/7/26	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company Community Development District (CDD) P.O. Box 32414 Charlotte, NC 28232

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job # 206624 - Hammock Oaks CDD - Major Zone line Repairs 12/4/2025	

Labor to repair broken zone lines in several places.

Irrigation Repair	\$200.00
-------------------	----------

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	\$200.00
Sales Tax	\$0.00
Total	\$200.00
Credits/Payments	(\$0.00)
Balance Due	\$200.00



12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 184520

Date	PO#
12/18/25	
Due Date	Terms
1/17/26	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company Community Development District (CDD) P.O. Box 32414 Charlotte, NC 28232

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job # 208116 - Hammock Oaks CDD - Zone line repair 12/16/2025	

bill for zone line repair next to amenity center
break caused by concrete getting torn up and replaced

Irrigation Repair	\$125.00
-------------------	----------

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	\$125.00
Sales Tax	\$0.00
Total	\$125.00
Credits/Payments	(\$0.00)
Balance Due	\$125.00



12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 186589

Date	PO#
01/06/26	
Due Date	Terms
2/5/26	Net 30

BILL TO
Hammock Oaks CDD (OCA)
Rizzetta & Company Community Development District (CDD) P.O. Box 32414 Charlotte, NC 28232

Property Address
Hammock Oaks CDD (OCA) Hwy 466 & Cherry Lake Rd. Lady Lake, FL

Item	Amount
Job #148896 - Hammock Oaks CDD Landscape Maintenance January 2026	\$21,690.85

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	\$21,690.85
Sales Tax	\$0.00
Total	\$21,690.85
Credits/Payments	(\$0.00)
Balance Due	\$21,690.85

p (904) 829-9255 | f
www.unitedlandservices.com

ALL materials on this invoice INCLUDE installation using lump-sum pricing.

Tab 3

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT
CHANGE ORDER SUMMARY
FOR BOARD APPROVAL ON MARCH 9, 2026**

CHANGE ORDER(S)	CONTRACTOR	DESCRIPTION	AMOUNT
#27	Hughes Brothers	Phase 1A Infrastructure Adjusting LS 1 Top Slab	\$13,548.25

CHANGE ORDER NO. 27

Date of Issuance: February 16, 2026 Effective Date: _____

Project: Hammock Oaks	District: Hammock Oaks Community Development District	District's Contract No.:
Contract: Hammock Oaks Project – Phase 1A Infrastructure		Date of Contract: May 17, 2023 Assigned to District on July 27, 2023
Contractor: Hughes Brothers Construction Inc.		Architect's/Engineer's Project No.:

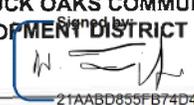
The foregoing agreement is modified as follows upon execution of this Change Order:

Description: adjusting LS 1 top slab

Attachments: **See attached Exhibit A**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:		
Original Contract Price:	Original Contract Times:	Working days	Calendar days
\$14,873,368.85	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease from prior Change Orders:	Increase/Decrease from previously approved Change Orders		
\$122,223.17	No. _____ to No. _____:		
	Substantial completion (days):		
	Ready for final payment (days):		
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
\$14,995,592.02	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Increase/Decrease of this Change Order:	Increase/Decrease of this Change Order:		
\$13,548.25	Substantial completion (days or date):		
	Ready for final payment (days or date):		
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
\$15,009,140.27	Substantial completion (days or date):		
	Ready for final payment (days or date):		

RECOMMENDED BY:
CAUSSEAU, HEWETT, & WALPOLE, INC.
By: 
Title: Anthony V. Caggiano, Jr.
Date: February 17, 2026

ACCEPTED:
HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT
By: 
Title: Chair
Date: 2/17/2026

ACCEPTED:
HUGHES BROTHERS CONSTRUCTION INC.
By: 
Title: Chad Hughes
Date: 2/16/26

Hammock Oaks MG 1A-1C w/ PH1A Infrastructure
Change Order #27

PROJECT: Hammock Oaks MG 1A-1C w/ PH1A Infrastructure
DATE: 2/11/2026
CONTRACTOR: Hughes Brothers Construction, Inc.
4450 NE 83rd Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Hammock Oaks Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

ATTN: Stephanie Vaughn

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	CHANGE ORDER #27				
	LIFT STATION #1				
NEW	EXTENDED TOP SLAB	1.00	LS	\$ 13,548.25	\$ 13,548.25
	SUBTOTAL LIFT STATION #1				\$ 13,548.25
	TOTAL CHANGE ORDER #27				\$ 13,548.25

Note: This CO includes adjusting LS 1 top slab based on drainage concerns.

APPROVED BY:

Owner's Representative

Printed Name

Date

Tab 4

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hammock Oaks Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the amenity rules and rates, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Amenity Rules and Rates”); and

WHEREAS, the Board finds that the Amenity Rules and Rates outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning ratemaking and rate adoption, including the holding of a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Amenity Rules and Rates set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amenity Rules and Rates shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[CONTINUED ON FOLLOWING PAGE]

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**HAMMOCK OAKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rules and Rates

EXHIBIT A

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

**PART 1: Hammock Oaks Community Development District
Amenity Operating Rules**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)
Effective Date: _____, 2025

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Hammock Oaks Community Development District adopted the following rules to govern the operation of the District’s Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

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

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District’s clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Rules” or “Rules” – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these “Amenity Operating Rules,” the “Rule for Amenities Rates,” and the “Disciplinary and Enforcement Rule.”

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

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

“District” – shall mean the Deerbrook Community Development District.

“Amenity Manager” – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., _____).

“Family” – 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 legal age of

majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron 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.

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

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. 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, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS KEY FOBS

Every home is entitled to two Access Fobs, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of Access Key Fobs per household is limited to four (4). Resale buyers are required to purchase new Access Key Fobs if not passed on from seller. All resale buyers must re-register the old Access Key Fobs. Buyer is required to register with the Amenity Manager to ensure fobs are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT'S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, PERSONAL INJURY, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager at _____.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the Amenities. As noted above, parents and legal guardians are responsible for their minor children who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons 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.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
17. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.

18. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
19. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. **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 Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.
9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.

10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. 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 responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **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.
19. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **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 sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.
5. **Glass Containers.** No glass containers are permitted at the playground.

6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host

is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.

5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Stack chairs in stacks of ten (10);
 - e. Fold all folding tables and place in hallway;
 - f. Wipe off counters, table tops, and the sink area;
 - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - h. Lock all doors after the last guest leaves; and
 - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
7. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for morning, evening, or a full day, as defined in the rule for Amenity Rates, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 11 p.m.
9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
10. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the Amenity Manager prior to the event. Patrons who rent the Amenities

and desire to allow their guests to consume alcohol on a “bring your own beverage” or “BYOB” basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District’s discretion:

- a. BYOB Alcohol: Patron must provide proof of a Homeowner’s Insurance Rider/Endorsement providing special event coverage
 - b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.
12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.
13. **After-hours Rentals.** The operating hours of the Amenities may vary from time to time, in the District’s discretion. To the extent the Amenities close before 11 p.m., the Amenities may be reserved for after-hours rentals, subject to the following rules:
- a. On the day of the event, the Event Host must meet with Amenities staff to exchange their Access Card for a temporary rental card and a key to the clubhouse door. The rental card will permit access until 11 p.m. All events must be concluded and all clean-up must be complete by 11 p.m.
 - b. Both the rental card and the door key must be returned to Amenities staff the next business day following the event, during normal business hours. Any Deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
 - c. If the rental card and door key are not returned within three (3) business days following the event, the Event Host’s regular Access Card shall be suspended until they are returned. In the event that either the rental card or door key are lost, the Event Host shall notify Amenities staff and shall be charged a replacement fee as specified in these Rules, which replacement fee may be deducted from any Deposit on file.
 - d. After-hours rentals shall otherwise be subject to the same rules and standards as rentals within normal operating hours, including all cleaning obligations.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the

right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and 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 or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

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"), 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, IN WHOLE OR IN PART, 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, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON 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 ACT OF 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 Districts' 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 Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A: **Consent and Waiver Agreement**

HAMMOCK OAKS CDD - CONSENT AND WAIVER AGREEMENT

The Hammock Oaks Community Development District (“District”) owns and operates certain amenities, including a pool, and other facilities, and may from time to time offer certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “Activities”), I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY VOLUNTARILY ASSUME ANY AND ALL RISK, INCLUDING INJURY OR DEATH TO MY PERSON AND/OR DAMAGE TO MY PROPERTY, RELATING TO THE ACTIVITIES, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, SK HAMMOCK OAKS, LLC, AND _____, AND ANY OF THEIR AFFILIATES, SUPERVISORS, OFFICERS, STAFF, AGENTS, EMPLOYEES, VOLUNTEERS, ORGANIZERS, OFFICIALS OR CONTRACTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM ANY CLAIM, LIABILITY, COST, OR LOSS OF ANY KIND SUSTAINED OR INCURRED BY EITHER ANY OF THE INDEMNITEES OR BY OTHER RESIDENTS, USERS OR GUESTS, AND ARISING OUT OF OR INCIDENT TO THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO WHERE THE LOSS IS WHOLLY OR PARTLY THE RESULT OF INDEMNITEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL, WILLFUL, OR WANTON MISCONDUCT. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

Participant Name: _____
Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)
- This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and relating to my minor child’s involvement or participation in the Activities.

Parent/Guardian Name: _____
(if Participant is a minor child)
Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)
Address: _____
Phone Number (home): _____
Phone Number (alternate): _____
Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE AMENITY MANAGER.

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 notify the Amenity Manager.

PART 2: Hammock Oaks Community Development District
Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)
 Effective Date: _____, 2025

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Hammock Oaks 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 superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Twisted Oaks Pointe Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District’s annual fiscal year budgets. For Cresswind Residents, the Annual User Fee is _____. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident’s annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

User *	Annual Fee for Amenity
Property Owner	\$ _____
Cresswind Property Owner	\$ _____
Non-Resident Patrons	\$ _____

*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District’s annual budget(s).

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Community Room	\$300 (four hour rental period, including set up and clean up)	\$250

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	\$10
Replacement of Damaged, Lost, or Stolen FOB	\$30
Insufficient Funds Fee (for submitting an insufficient funds check)	\$35

6. **Homeowner’s Association Meetings.** Unless otherwise provided in the District’s official policies, as may be amended from time to time, each homeowner’s association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** 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.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than twenty percent 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 for certain services.

9. **Prior Rules; Rules.** The District’s prior rules setting amenities rates are hereby rescinded. The District’s Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **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.

PART 3: Hammock Oaks Community Development District
Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)
Effective Date: _____, 2025

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Hammock Oaks Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenity Operating Rules.

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. Suspension of Rights. The District, through its Board, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):

- a. Submits false information on any application for use of the Amenities;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District’s supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property;
- g. Trespasses on District property and/or otherwise enters District property without authorization from the District Staff; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenity Manager.** The Amenity Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the Amenity Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **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, paragraph, clause or provision.

Tab 5

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES RELATING TO PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Hammock Oaks Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of roadways, parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

WHEREAS, the District desires to adopt its *Rule Relating to Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.012, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Rule set forth in **Exhibit A** is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Rule shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[CONTINUED ON FOLLOWING PAGE]

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**HAMMOCK OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rule Relating to Parking and Parking Enforcement

EXHIBIT A

**HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT
RULE RELATING TO PARKING AND PARKING ENFORCEMENT**

In accordance with Chapter 190, Florida Statutes, and on _____, 2026 at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Hammock Oaks Community Development District (“District”) adopted the following rule to govern overnight parking and parking enforcement on certain District property.

1. INTRODUCTION. The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. PARKING RULES.

General

- a. Owners’ vehicles shall be parked in the garage or driveway of the respective Owner’s Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.
- f. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

Parking at CDD Amenity Clubhouses

The District hereby adopts the following parking rules for the CDD clubhouses:

- a. Amenity area parking is for amenity patrons and guests **only** and is limited while enjoying the amenity area. No overnight parking is allowed between the hours of 10 p.m. to 6 a.m.
- b. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida*

Statutes. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes.*

b. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein (“**Towing Operator**”).

c. TOWING/REMOVAL AUTHORITY.

The District Manager may implement any one of three methods of enforcement in its discretion: (1) the District Manager may authorize “roam towing” by the Towing Operator, (2) the District Manager, through the Amenity Manager, may elect to contact the Towing Operator for removal of a vehicle parked on the District’s streets or common areas in violation of this Rule, or (3) the District Manager, through the Amenity Manager, may elect to contact local law enforcement to conduct traffic and parking enforcement, provided that a traffic enforcement agreement is in place. The District Manager shall notify the Chairperson of the CDD’s Board of Supervisors prior to changing the enforcement method. The Towing Operator shall render its services in accordance with this Rule, the Towing Agreement and Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.

4. OTHER DISTRICT PENALTIES. If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of \$200 per incident and collect such fine and attorney’s fees as a contractual lien or as otherwise provided by Florida law.

5. PARKING AT YOUR OWN RISK. Vehicles may be parked on District property pursuant to this rule, provided, however, that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: _____, 2026

Tab 6

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:**

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

Cross Reference To:
Book 6387, Page 238
Book 6567, Page 1317
Public Records of
Lake County, Florida

SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

This Second Amendment to Reciprocal Easement Agreement (this "**Second Amendment**") is made as of the 31st day of December, 2025 (the "**Effective Date**"), by and among SK HAMMOCK OAKS LLC, a Delaware limited liability company ("**SK**"), HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("**HO CDD**"), and VSI LADY LAKE, LLC, a Georgia limited liability company ("**VSI**").

RECITALS

WHEREAS, SK, HO CDD and VSI entered into that certain Reciprocal Easement Agreement dated August 20, 2024, and recorded in Official Records Book 6387, Page 238 (the "**Original Agreement**"), as amended by that certain First Amendment to Reciprocal Easement Agreement dated July 22, 2025, and recorded in Official Records Book 6567, Page 1317, all of the Public Records of Lake County, Florida (the "**First Amendment**"), or together with the Original Agreement, the "**REA**"); and

WHEREAS, VSI conveyed a portion of the VSI Property (as that term is defined in the REA) (the "**FCU Property**") to FLORIDA CREDIT UNION, a Florida state-chartered credit union ("**FCU**") by that certain Special Warranty Deed dated September 16, 2025, and recorded in Official Records Book 6601, Page 365, aforesaid records; and

WHEREAS, SK, HO CDD and VSI wish to amend the terms of the REA in order to release that portion of the VSI Property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Removed Land**") from the terms, conditions and restrictions set forth in the REA so that the Removed Land can be deeded to the Lake County for the installation of a turning lane into the VSI Property, and FCU is willing to consent to the release of such Removed Land from the REA as provided herein; and

WHEREAS, SK, HO CDD and VSI wish to further amend the terms of the REA pursuant to the terms of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Capitalized Terms; Incorporation.** All capitalized terms used herein, unless otherwise defined or modified herein, shall have the same meanings as set forth in the REA. The foregoing Recitals are true and correct and are hereby incorporated into the body of this Second Amendment by this reference.
2. **Release of Removed Land.** The parties hereby acknowledge and agree that, from and after the Effective Date of this Second Amendment, the Removed Land is hereby removed and shall no longer be bound by the terms,

conditions and restrictions of the REA. For the avoidance of doubt, from and after the Effective Date hereof, any and all references to the "VSI Property" in the REA shall exclude the Removed Land.

3. Effect on REA. Except as modified herein, the REA remains unchanged. In the event of a conflict between this Second Amendment and the REA, this Second Amendment shall control and govern.
4. Ratification. All other provisions of the REA not in conflict with the terms of this Second Amendment are hereby ratified, and the REA, as amended hereby, shall remain in full force and effect.
5. Counterparts. This Second Amendment may be executed in counterparts, all of which taken together shall constitute one and the same document.
6. Miscellaneous. This Second Amendment shall be recorded in the public records of Lake County, Florida, and shall be governed by the laws of the State of Florida.

[Signatures appear on following pages]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, VSI has caused this Second Amendment to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Tracy L. Mobley
Signature - Witness No. 1

Tracy L. Mobley
Printed Name - Witness No. 1

Address: 109 Mt. Home Loop
Cedartown, GA 30125

Chris Bailey
Signature - Witness No. 2

Chris Bailey
Printed Name - Witness No. 2

Address: 19822 Hwy 157
Montez, GA 30731

VSI:

VSI LADY LAKE, LLC, a Georgia limited liability company

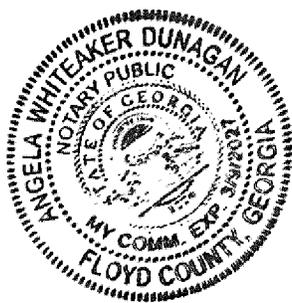
By: Venture South Investments, LLC
Its: Manager

By: [Signature] (Seal)
Robert H. Ledbetter, Jr., Manager

STATE OF GEORGIA

COUNTY OF FLOYD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of December, 2025, by Robert H. Ledbetter, Jr., as Manager of Venture South Investments, LLC, as Manager of VSI Lady Lake, LLC, a Georgia limited liability company, on its behalf. He is personally known to me or has produced _____ as identification.



[Notary Seal]

[Signature]
Notary Public
Printed Name: Angela Whiteaker Dunagan
Notary Public, State of Georgia
Commission No. W-00597233

[Signatures continue on following page]

[Signatures continued from prior page]

IN WITNESS WHEREOF, SK has caused this Second Amendment to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

SK:

SK HAMMOCK OAKS LLC, a Delaware limited liability company

Jadabella Valentin
Signature – Witness No. 1

By: James P. Harvey (SEAL)
James P. Harvey, Authorized Signatory

JADABELLA VALENTIN
Printed Name – Witness No. 1

Address: 14025 Riveredge Drive, Suite 175
Tampa, FL 33637

[Signature]
Signature – Witness No. 2

Bryon T. LoPreste
Printed Name – Witness No. 2

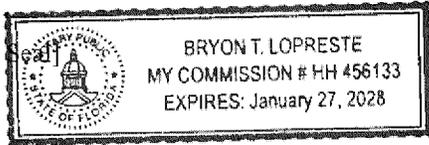
Address: 14025 Riveredge Drive, Suite 175
Tampa, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of January, 2026, by James P. Harvey, as Authorized Signatory of SK Hammock Oaks LLC, a Delaware limited liability company, on its behalf. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Printed Name: Bryon T. LoPreste
Notary Public, State of Florida
Commission No. HH456133

[Notary Seal]



[Signatures continue on following page]

[Signatures continued from prior page]

Signed, sealed and delivered in the presence of:

Lori Thompson
Signature - Witness No. 1

Lori Thompson
Printed Name - Witness No. 1

Address: 1000 Legion Place, Ste 1700
Orlando, FL 32801

Connor Nugent
Signature - Witness No. 2

Connor Nugent
Printed Name - Witness No. 2

Address: 1000 Legion Place, Ste 1700
Orlando, FL 32801

HO CDD:

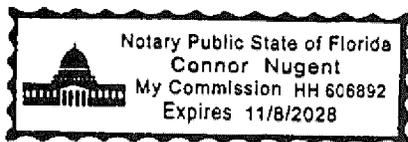
HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

By: William Fife
Name: William Fife
Title: Chair

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of January, 2026, by Bill Fife, as Chair of Hammock Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on its behalf. He/she ~~is~~ is personally known to me or has produced FL Driver's License as identification. CRN



[Notary Seal]

Connor Nugent
Notary Public
Printed Name: _____
Notary Public, State of _____
Commission No. _____

[Consent by FCU appears on following page]

The foregoing Second Amendment is hereby consented to and approved by:

Signed, sealed and delivered in the presence of:

FCU:

FLORIDA CREDIT UNION, a Florida state-chartered credit union

Dawn Rhodes
Signature - Witness No. 1

By: Mark N Starr
Name: Mark N Starr
Title: CEO

Dawn Rhodes
Printed Name - Witness No. 1

Address: 10519 NW 148th Pl
Alachua, FL 32615

[Signature]
Signature - Witness No. 2

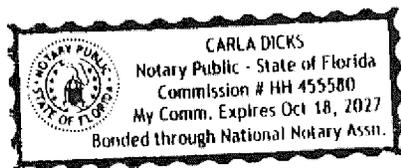
David Eckhardt
Printed Name - Witness No. 2

Address: 13702 SW 2nd Ln
Nawbary FL 32669

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of November, 2025, by Mark Starr, as CEO of Florida Credit Union, a Florida state-chartered credit union, on its behalf. He/she is personally known to me or has produced _____ as identification.



[Notary Seal]

Carla Dicks
Notary Public
Printed Name: Carla Dicks
Notary Public, State of Florida
Commission No. HH 455580

EXHIBIT A
Removed Land

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00°24'16" EAST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 61.00 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°51'07" EAST, A DISTANCE OF 47.25 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 466; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 284.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°51'07" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 514.19 FEET; THENCE SOUTH 0°08'53" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 89°51'07" WEST, A DISTANCE OF 514.19 FEET; THENCE NORTH 0°08'53" EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONSENT, JOINDER AND SUBORDINATION OF LENDER FOR VSI

The undersigned, United Community Bank, a South Carolina banking corporation ("Lender"), is the owner and holder of that certain Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated August 19, 2024 and recorded in August 23, 2024 as Instrument No. 2024099503 in the Clerk of Circuit Court and Comptroller, Lake County, Florida (the "Mortgage"), from VSI Lady Lake, LLC, a Georgia limited liability company ("Borrower"). The Mortgage, together with all loan documents related thereto, are referred to herein, collectively, as the "Security Instruments".

Lender, as the owner and holder of the Security Instruments, hereby joins in, consents to and subordinates the Security Instruments to the foregoing Second Amendment to Reciprocal Easement Agreement (the "REA Amendment") to which this Consent, Joinder and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein existing by virtue of the Security Instruments shall be bound by, subject to and subordinate to the easements and other terms and provisions of the Second Amendment and the original Reciprocal Easement Agreement recorded in Book 6387, Page 238 Public Records of Lake County, Florida, as amended by that certain First Amendment to Reciprocal Easement Agreement dated July 22, 2025, and recorded in OR Book 6567, page 1317, aforesaid records (as amended, collectively, the "REA") and the REA, as amended by the Second Amendment, shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to these Security Instruments; provided, however, that nothing herein shall modify, alter, or amend the Security Instruments as between Lender and the Borrower thereunder.

Signed, sealed and delivered in the presence of:

[Signature]
Signature - Witness No. 1

BLAKE NORRIS
Printed Name - Witness No. 1

Address: 408 HARNESS TRAIL
SIMPSONVILLE, SC 29681

[Signature]
Signature - Witness No. 2

ALISON C. WASSE
Printed Name - Witness No. 2

Address: 302 Half Mile Way
Greenville SC 29609

STATE OF South Carolina
COUNTY OF Greenville

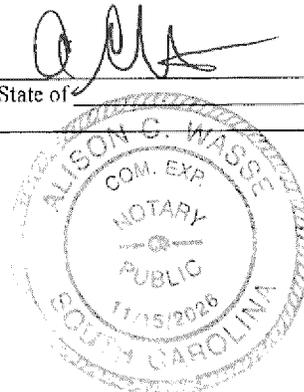
The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 12 day of January, 2026 by USA Steelcut, as SVP of United Community Bank, a South Carolina banking corporation, on behalf of the company, who is personally known to me, or who has produced a _____ driver's license as identification.

[NOTARIAL SEAL]

LENDER:

UNITED COMMUNITY BANK, a South Carolina banking corporation

By: [Signature]
Name: USA Steelcut
Title: SVP



Sign Name: [Signature]
Notary Public, State of _____
Print Name: _____

Tab 7

FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”) is made and entered into as of February 10, 2026 (“**Effective Date**”), and is by and between:

HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Unit 200, Tampa, Florida 33614 (“**District**”); and

FIRSTSERVICE RESIDENTIAL PROPERTY MANAGEMENT, INC., a Florida corporation, and whose mailing address is c/o 1601 SW 80th Terrace, Suite 300, Plantation, Florida 33324 (“**Contractor**” or “**FirstService**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, improvements and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various stormwater improvements, conservation areas, hardscaping, landscaping, irrigation systems, street lights, roadways, common areas, and amenities (together, “**Facilities**”) located within and/or adjacent to the District and located at Douglas Hill Drive and Trastevere Street, Lady Lake, FL 32159; and

WHEREAS, the District operates and maintains the Facilities and desires to retain an independent contractor to provide for field operations management for the Facilities; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Facilities.

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:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **SERVICES.** The Contractor shall provide the “**Services**” to the District, and for the District’s Facilities pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or

application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

3. **TERM.** The Services as provided in this Agreement shall commence on the Effective Date of this Agreement and shall continue through September 30, 2026 (“**Initial Term**”), unless terminated pursuant to its terms. This Agreement shall automatically renew thereafter for one-year periods thereafter beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

4. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the District’s consent for payment of any such fees or expenses.

iii. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed in writing by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

b. PAYMENT TERMS.

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iii. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

iv. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

5. **PROTECTION OF PROPERTY.** The Contractor and its officers, supervisors, staff, and employees shall use due care to not damage the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement, and within a reasonable period of time, taking into account the nature of the repair.

6. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. **TERMINATION.** Either party may terminate this Agreement (1) for cause immediately upon written notice to the other party, or (2) without cause upon thirty days written notice to the other party. Upon any termination, Contractor shall be entitled to compensation and reimbursement of costs pursuant to this Agreement for authorized services actually rendered and authorized costs actually incurred through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. **INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (but without waiving the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, 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, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.
- b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, 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, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the 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.
- c. Indemnification obligations under this Agreement 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.

10. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. **INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

The Contractor shall procure and maintain, at its sole cost and expense, throughout the term of this Agreement and any applicable renewal periods, insurance coverage with insurers authorized to do business in the state in which the District is located and having an A.M. Best rating of not less than A-, VII or equivalent. The required coverage shall include, at a minimum:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence, Two Million Dollars (\$2,000,000.00) aggregate, with coverage to include premises/operations, contractual liability, and personal and advertising injury.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence, Two Million Dollars (\$2,000,000.00) aggregate. Coverage shall be maintained continuously, or on a claims-made basis with retroactive coverage no later than the effective date of this Agreement.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Commercial Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of One Million Dollars (\$1,000,000.00) per each occurrence.

The District, its board members, officers, and employees shall be named as additional insureds on the Commercial General Liability policy with respect to claims arising out of the Contractor's performance of services under this Agreement, and the Commercial Auto Liability policy. Such coverage shall be primary and non-contributory with respect to any insurance carried by the District, to the extent permitted by law.

None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance and applicable endorsements evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** 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 Rizzetta & Company, Inc., 3434 Colwell Ave., Unit 200, Tampa, Florida 33614 (“**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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in 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 QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813)994-1001 OR BY EMAIL AT LHAYES@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE., UNIT 200, TAMPA, FLORIDA 33614.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. 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 Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

15. **ASSIGNMENT.** Notwithstanding anything in this section to the contrary, Contractor may assign this Agreement to an Affiliate of Contractor without the prior written consent of the District to the extent not prohibited by Florida law, provided however, that the Contractor shall provide 30 days written notice of any such assignment. An Affiliate of Contractor is “any company owned or controlled by

Contractor's ultimate parent company, FirstService Corporation, a foreign corporation" ("**Affiliate**"). Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, and any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

16. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

17. **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.

18. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

19. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Contractor under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

20. **ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

21. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

22. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have

drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

25. **NON-SOLICITATION.** District recognizes that FirstService (i) is engaged in the competitive community association management business, and (ii) has a legitimate business interest in protecting its employee resources. Accordingly, District covenants and agrees that, during the term of this Agreement and for a period of twelve (12) months following the end of the contract relationship between the parties hereto: (i) the District will not knowingly hire or employ any existing or former employees of FirstService who provided services to the District during the term of this Agreement ("**FirstService Employees**"), or prospective employees FirstService presented for consideration to provide services to the District during the term of this Agreement ("**FirstService Prospective Employees**"), and (ii) the District will not knowingly contract with any firms ("**New Employer**") in order to have a FirstService Employee or FirstService Prospective Employee to provide direct services to the District. Notwithstanding the foregoing, the restrictions applicable to a FirstService Employee shall not apply longer than the period of twelve (12) months following the date of the FirstService Employee's termination or resignation from FirstService. Also notwithstanding the foregoing, a FirstService Prospective Employee includes only someone who is "presented" to the District by meeting with the District's Chairperson or Board during the term of this Agreement, and the restrictions applicable to such FirstService Prospective Employee shall apply for a period of twelve (12) months following the date of such presentation.

Should District violate this Section 25, and as FirstService's only recoverable damages for such violation, the District agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of thirty percent (30%) of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and/or the sum of thirty percent (30%) of the anticipated annual salary/wages of said FirstService Prospective Employees. District agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from a breach by District and are appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Agreement.

26. **E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the 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*. 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.

27. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

28. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

29. **NON-CORPORATE REPRESENTATIVE.** The District agrees that FirstService employees will not be required to act as the District's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings. However, FirstService employees may be designated and compelled to testify as a corporate records custodian. Notwithstanding the foregoing, FirstService understands and agrees that FirstService's employees may be required to serve as witnesses and testify in any such proceedings.

30. **UNSAFE WORK ENVIRONMENT.** District will use reasonable efforts to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions within the Facilities which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by owners, residents, guests and invitees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon prior written notice to District. Where possible, District will first be alerted 48 hours in advance and given an opportunity to address the hazard. During the period of time that on-site staff members have been removed from the Facilities, FirstService will make reasonable efforts to continue to provide the Services on a virtual basis. As a point of clarification, and consistent with Section 8 of this Agreement, Contractor's sole remedy for any violation of this paragraph shall be to terminate this Agreement, and Contractor shall only be entitled to compensation and reimbursement of costs pursuant to this Agreement for authorized services actually rendered and authorized costs actually incurred through the termination date, and subject to any off sets that the District may have.

31. **PROFESSIONAL SERVICES DISCLAIMER.** FirstService is not an architect, landscape architect, engineer or construction manager, is not responsible to detect or uncover dangerous conditions in water or on land, construction defects, environment or hazardous material issues, water intrusions, mold, fungi, spores or other defects and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not FirstService's responsibility to determine whether any structure within District property, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over District property. Any third-party contractor, vendor, professional, or other consultant providing such goods or performing such services to District or owners is solely responsible for the performance of the work or the quality of the goods. In addition, FirstService will not be liable to District or owners for any loss, harm, or damage of any kind caused by any third-party contractor, vendor, professional, or other consultant engaged to perform services or provide goods for District or owners. FirstService disclaims all

liability for any claims or lawsuits related to, arising out of, or associated with the professional services it does not provide as referenced in this paragraph, provided however, as a point of clarification, and without intending to limit the other remedies of the District under this Agreement, that FirstService shall be liable for its own negligent or intentionally wrongful acts or omissions. This paragraph survives the expiration or termination of this Agreement.

32. **DISCLOSURE.**

32.1 **In General.** District is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for District property. In connection with its duties under this Agreement, FirstService will recommend to District the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. District is not obligated to engage FirstService's preferred vendors or any other recommended provider. The District retains full discretion in vendor selection and shall not be bound by any preferred vendor arrangements. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstOnSite Restoration, Inc. and FirstOnSite USA Holdings, Inc. operating under various fictitious names and/or related entities including First OnSite Property Restoration; FirstService Energy, LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; Planned Companies operating under various fictitious names and/or related entities; Rizzetta & Company Incorporated; and Roofing Corp of America operating under various fictitious names and/or related entities including but not limited to Crowther Roofing & Cooling.

32.2 **FirstService Financial.** FirstService Financial, Inc. and FS Insurance Brokers, Inc. ("**FFI/FSIB**"), affiliates of FirstService Residential, Inc., offer banking and insurance solutions exclusively to clients of FirstService. For services to District, FFI/FSIB earn compensation from their program partners at no expense to District. FFI/FSIB are committed to transparency and will disclose their relationship with FirstService Residential, Inc., as well as whether they receive compensation, in advance of any District decision related to the banking and insurance products they offer.

32.3 **Third Party Screening and/or Vendor Compliance.** If District selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may receive a fee from the screening company for its assistance in the process in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may receive a fee from the third party in an amount as FirstService and the third party may mutually determine.

33. **SPECIAL TERMS.**

33.1 **Continuing Disclosure.** Each time a contract is offered to District for goods or services, FirstService will inform District, in writing, if such company is an affiliated entity of FirstService. FirstService will give District all discounts, rebates or commissions provided by any supplier or service contractor to FirstService or District for any services, supplies or materials purchased with District funds except for disclosed commissions or payments earned by FirstService for services provided.

34. **ABSENCE OF SECURITY DISCLAIMER.** District is not entering into an agreement with FirstService to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance of video cameras, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, "Security/Protection Services"). District understands that FirstService is not providing any form of Security/Protection Services. FirstService will not in any way be considered an insurer or guarantor of Security/Protection Services within District property. FirstService will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, robbery or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that FirstService has made no representations or warranties nor has District relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relating to Security/Protection Services.

35. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

THEREFORE, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**FIRSTSERVICE RESIDENTIAL PROPERTY
MANAGEMENT, INC.**

Signed by: Brent Reynolds
By: Brent Reynolds
Its: President Master Planned

**HAMMOCK OAKS
COMMUNITY DEVELOPMENT DISTRICT**

Signed by: [Signature]
By: [Signature]
Its: President

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Insurance Certificate & Endorsements

EXHIBIT A
Scope of Services

FIELD OPERATIONS SERVICES

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Facilities, which include:

- Amenities
- Hardscaping
- Landscaping
- Irrigation
- Common Areas
- Stormwater
- Conservation
- Lighting
- Right-of-Ways
- Etc. (basically, all District property)

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Facilities
2. Coordination and oversight of maintenance services for the Facilities
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Facilities (bi-weekly for all landscaping and irrigation Facilities, monthly inspections for all conservation areas and stormwater ponds and Facilities, and yearly inspections for all other Facilities)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Facilities, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Facilities
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Facilities

The following provisions shall apply to the extent applicable, and based on the Services previously described:

GENERAL STAFFING PROVISIONS (IF APPLICABLE)

At all times during operation of the Facilities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of any staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any non-discriminatory reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Facilities. Contractor shall not utilize employees hired by Contractor to staff District Facilities at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. All Contractor employees providing Services under this Agreement shall be employees of FirstService, not employees of the District.

All Contractor employees or subcontractors shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Facilities.

ADDITIONAL PROVISIONS FOR BUDGET PREPARATION

The Contractor shall work with the District Manager to prepare an annual operating budget estimating the revenues and expenses relating to the Facilities and for the upcoming Fiscal Year. Any such budget shall be prepared in time for the District's Board of Supervisors to meet and consider the budget prior to June 15 of each year (therefore, approximately between April 15 to June 15 of each year). At the request

of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

ADDITIONAL PROVISIONS FOR PURCHASING

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Facilities. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Facilities, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

EXHIBIT B
Schedule of Fees

MANAGEMENT FEE February 2026 to September 30, 2026

Includes supervising regional director

EFFECTIVE
February 2026

MONTHLY
\$0.00 (no charge)

ON-SITE STAFF (FACILITIES MANAGER) February 2026 to September 30, 2026

EFFECTIVE
February 2026
Upon opening of second amenity

HOURS
5 hours
15 hours

Consists of a single facilities manager working 5 hours per week prior to the opening of the second amenity, and working 15 hours per week after such opening, as directed by the District Manager in writing.

ON-SITE STAFF

The on-site staff will consist of the following positions to be provided by FirstService not to exceed the costs stipulated below without the District's written approval. This is the minimum staffing and may only be increased upon prior written approval of District and FirstService.

Position	2026 Monthly Fixed Fee Labor Cost	2026 Monthly Benefits	2026 PTO Costs	Total 2026 Annual Compensation
*Facilities Manager (5 hours/week, before second amenity opens)	*\$992.00 monthly \$11,904.00 annually	*\$108.00 monthly \$1,296.00 annually	*Included	*\$1,100.00 monthly \$13,200.00 annually
**Facilities Manager (15 hours/week, after second amenity opens)	**\$2,967.00 monthly \$35,604.00 annually	**\$324.00 monthly \$3,888.00 annually	**Included	**\$3,291.00 monthly \$39,492.00 annually

Eligible on-site staff will receive the following minimum benefits, provided however that the maximum compensation payable by the District is as set forth in the chart above:

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService at **no additional cost to the District, with FirstService and the employee each paying a portion of the cost.**
2. Paid time off for holidays, accrued vacation, and personal time off ("PTO") for on-site staff members as stipulated in FirstService's standard employment policies, will be at no additional cost to the District.

Exhibit C: Insurance Certificate and Endorsements

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT c/o Rizzetta & Company, Inc. 3434 Colwell Ave., Unit 200 Tampa, FL 33614	Named Insured and Address: FirstService Residential Property Management, Inc. 1601 SW 80th Terrace, Suite 300 Plantation, FL 33324
---	--

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
EMPLOYMENT PRACTICES LIABILITY	Chubb Insurance Company of Canada	8222-5990	Oct 01, 2025 to Oct 01, 2026	Each Loss	USD 2,000,000
				Each Policy Limit	USD 2,000,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 realestatecertrequests@marsh.com	Marsh Canada Limited  By: _____ Laszlo Szentmiklosi
--	---

ENDORSEMENT

This endorsement, effective 12:01 AM 01/01/2026

Forms a part of policy no.: 012147884

Issued to: FIRSTSERVICE RESIDENTIAL, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



**Authorized Representative OR
Countersignature (In states where applicable)**

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/11/2026

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).

PRODUCER Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED FirstService Residential Property Management, Inc. 1601 SW 80th Terrace Plantation FL 33324 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois Union Insurance Company		27960
	INSURER B: QBE Specialty Insurance Company		11515
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570117976076 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <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)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	E&O - Miscellaneous Professional-Primary			G71543742007 Claims Made	07/17/2025	07/17/2026	Each claim Aggregate Deductible	\$1,000,000 \$2,000,000 \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of coverage

CERTIFICATE HOLDER Hammock Oaks Community Development District c/o Rizzetta & Company, Inc. 3434 Colwell Ave. Unit 200 Tampa FL 33614 USA	CANCELLATION 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 

Holder Identifier :

570117976076

Certificate No :



Tab 8

_____, 2026

Hammock Oaks Community Development District
c/o Lynn Hayes, District Manager
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Re: Letter Agreement for Acquisition of Amenity Center Improvements

Dear Lynn,

Pursuant to the *Acquisition Agreement*, dated June 20, 2023 ("**Acquisition Agreement**"), by and between the Hammock Oaks Community Development District ("**District**") and SK Hammock Oaks LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, and subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**HAMMOCK OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Sincerely,
SK HAMMOCK OAKS LLC

Name: _____
Title: _____

Name: _____
Title: _____

CORPORATE DECLARATION REGARDING COSTS PAID
[AMENITY CENTER IMPROVEMENTS]

SK HAMMOCK OAKS LLC, a Delaware limited liability company ("**Developer**"), does hereby certify to the Hammock Oaks Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated January 7, 2025 (revised), as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the ____ day of _____, 2026.

SK HAMMOCK OAKS LLC

Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of SK Hammock Oaks LLC, a Delaware limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____
Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

DISTRICT ENGINEER'S CERTIFICATE
[AMENITY CENTER IMPROVEMENTS]

_____, 2026

Board of Supervisors
Hammock Oaks Community Development District

Re: Acquisition of Amenity Center Improvements

Ladies and Gentlemen:

The undersigned is a representative of NV5, Inc. ("**District Engineer**"), as District Engineer for the Hammock Oaks Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from SK Hammock Oaks LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") and related work product ("**Work Product**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated January 7, 2025 (revised), as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.

[CONTINUED ON FOLLOWING PAGE]

5. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

NV5, Inc.

_____, P.E.
Florida Registration No. _____
District Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of NV5, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[AMENITY CENTER IMPROVEMENTS – _____]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the ___ day of _____, 2026, by _____ (“**Contractor**”), with an address of _____, in favor of the **Hammock Oaks Community Development District (“District”)**, which is a local unit of special-purpose government situated in Lake County, Florida, and having offices at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

RECITALS

WHEREAS, pursuant to that certain _____ (“**Contract**”) dated _____, and between Contractor and SK Hammock Oaks LLC, (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ _____ (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.



By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

BILL OF SALE AND LIMITED ASSIGNMENT
[AMENITY CENTER IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ___ day of _____, 2026, by and between **SK Hammock Oaks LLC**, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS, AND WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have,

own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

SK HAMMOCK OAKS LLC

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[AMENITY CENTER]

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 2026, and **SK Hammock Oaks LLC**, a Delaware limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444, and **Hammock Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

(Wherever used herein, the terms “Grantor(s)” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR(S), for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, and more particularly below (“**Property**”):

Tracts _____, each as identified on the plat entitled *Saltmeadows Phase IIA*, recorded in the Official Records of Manatee County, Florida at Plat Book 78, Pages 161 et seq.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to reimpose the same.

RESERVATION OF EASEMENT

Developer hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Developer and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping,

irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Developer's reservation of rights hereunder shall not be deemed to impose any obligations on Developer to maintain, repair or replace any part of the Property or improvements located thereon.

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed on the day and year first above written.

WITNESS

SK HAMMOCK OAKS LLC

Name: _____
Address: _____

Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of SK Hammock Oaks LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

Tab 9

Hammock Oaks

LANDSCAPE INSPECTION REPORT



February 23, 2026
Rizzetta & Company
Matthew Mironchik – Landscape Specialist
Field Inspection Services



Rizzetta & Company
Professionals in Community Management

Hammock Oaks Blvd. Entrance

General Updates, Recent & Upcoming Maintenance Events

- Latest cold snaps have caused a lot of dieback on plant material. Once the growing season starts, we will have to assess all beds and determine what needs to be replaced.
- Getting ahead of bed weeds this time of year will help keep from being behind next growing season.

The following are action items for United Land Services (ULS) to complete. **Red items** indicates deficient from previous report. **Bold Red items** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold Black Underlined** are for Board information or decisions.

1. **Monument Sign Bed at 466 and Hammock Oaks Blvd is still torn up from builders installing fence. This needs to be addressed in the Spring.**

2. Tender perennials and smaller shrubs in the entrance beds and center median, at the 466 entrance, show sign of frost damage. We will have to wait until the weather warms up to see if any of it comes back.(pic.2a,2b>)



3. Ribbon Palm Trees behind monument sign had looked drought stressed prior to the cold temperatures. Very little has changed since the last inspection.(pic.3a>-3c>>)

4. Hammock Oaks Blvd Southbound, just before the construction entrance has oil stains that may damage asphalt over time.(pic.4>>)



Hammock Oaks Blvd. Entrance

<<3b



<5a



<<3c



<5b



4. This is a good time to catch up on bed weeds. Now that ornamental grasses have been trimmed back, getting ahead of weeds before the Spring is very important. Detail crews should be instructed to pull or spray weeds when in their area.
5. The first Oak tree after the roundabout on Hammock Oaks Blvd. Northbound has died. It was looking stressed in previous reports, but upon closer inspection the trunk appears to have been 'Ring-Barked' during installation. This tree should be removed and replaced.(pic.5a>,5b>)
6. On Copacabana Rd., just after the roundabout, there is an irrigation bubbler pipe that has been cut and is being propped up by a stick that needs to be repaired.(pic.6>>)
7. The Palm Tree in the center of the pool areas appears to be recovering. I will monitor this closely during my inspections.(pic.7>>)
8. Dead Sabal Palm in the 'Crape Myrtle Bed', at the corner of Hammock Oaks Blvd. and Port Blue Way still needs to be replaced. This should occur after the threat of frost has subsided.

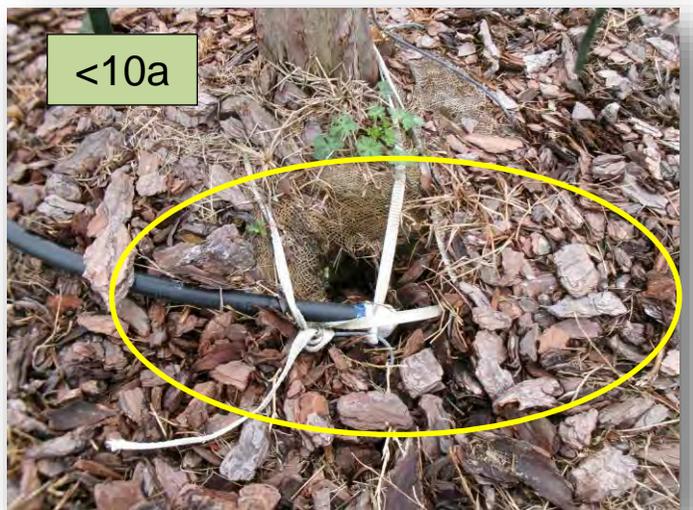


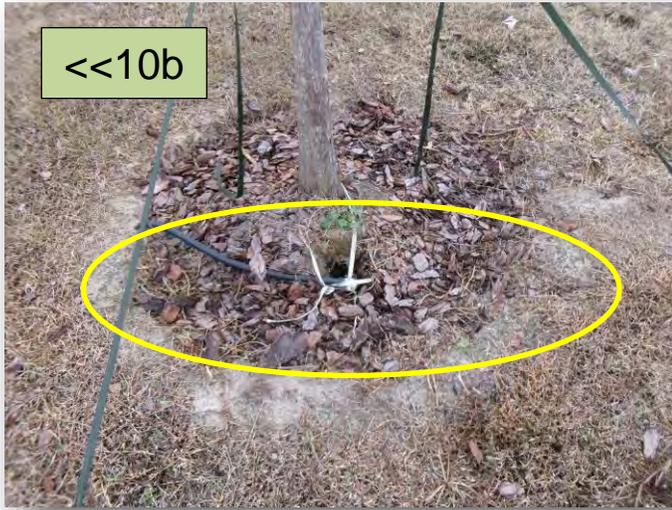
Copacabana Rd./Hammock Oaks Blvd.



9. Oak tree along Hammock Oaks Blvd. Northbound, just before Ocean Lodge Rd., which was mentioned in previous report has the same 'Ring-Barking' and needs to be replaced.(pic.9>)

10. Cypresses, along the Hammock Oaks Blvd. side of the retention pond between Tahiti Rd. and Hammock Oaks Blvd, have exposed burlap and holes around the root ball. This can cause 'Wicking Out' and needs to be addressed before the trees are effected by this.(pic.10a>-10d>>)





11. Dead Cedar near the Pump Station, at the corner of Turtle Island Rd and Hammock Oaks Blvd., has been removed. However, now all the Cedars are leaning. They were previously observed being planted too deep. These should be raised and straightened before the die as well.(pic.11)



11. Weeds inside the pump station area should be sprayed regularly to prevent overgrowth during the growing season.

12. Frost damaged plant material in the Roundabout island bed should be removed and replaced. This is a high visibility area and should be clean and tidy. The Philodendron may come back, and can be cleaned up...but ultimately may need to be replaced.(pic.12)



Rolling Acres Rd. @ Club Cresswind Dr.

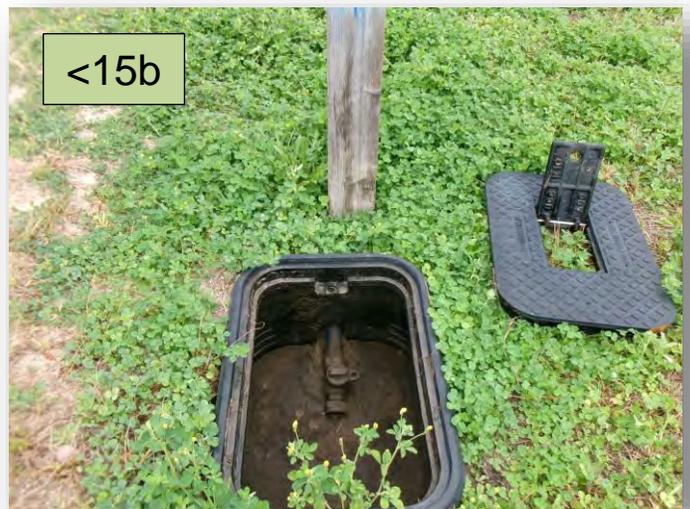
13. Jasmine bed along the East side of the roundabout on Rolling Acres and Cresswinds should be replaced. The damage is very extensive and will never recover properly if at all. This area needs to be weeded thoroughly before replacement.(pic.13)



14. In that same bed area, multiple sections of drip irrigation have been cut and need to be repaired.(pic.14a,14b>)



15. In the CDD maintained area on the East side of Rolling Acres, adjacent to Cresswinds, there is a water utility box marked with a blue 2x4. This area is suspiciously green around the box. The 2x4 may have pierced water line when placed in the ground.(pic.15a>,15b>)



Rolling Acres Rd./The Reserve at Hammock Oaks

16. Irrigation valve box near the sidewalk on the South side of the roundabout on Rolling Acres at Cresswinds was leaking. I spoke with Andrew from United and he was sending someone out that day to look at it.(pic.16)



17. Annual beds at the entrance of The Reserve need to be weeded before being planted.

18. Several areas of turf around irrigation heads along Sunshower Dr. need to be filled with turf.(pic.18)



19. Ixoras around the monument sign at The Reserve need to be replaced.(pic.19>)



Proposals

1. United Landscape to provide proposal for moving boulders along bank of retention pond, near Rolling Acres Rd. and Club Cresswind Dr, and placing them around the inlets of the pond only for better maintenance of this area.(Item #24 from January report)

Hammock Oaks/Tahiti Retention Pond



Rolling Acres/Club Cresswind Retention Pond



Tab 10



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** April 13, 2026 @ 1:00 PM

**District
Manager's
Report**

March 9

2026

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<u>FINANCIAL SUMMARY</u>	<u>1/31/2026</u>
General Fund Cash & Investment Balance:	\$69,262
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	<u>\$3,286,256</u>
Total Cash and Investment Balances:	\$3,355,518
General Fund Expense Variance: \$148,443	Under Budget