Preston Cove
Community Development District

Meeting Agenda
September 26, 2024

AGENDA

Preston Cove
Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 19, 2024

Board of Supervisors
Preston Cove Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Preston Cove Community Development District** will be held **Thursday, September 26, 2024 at 9:00 AM at 8 Broadway, Suite 104, Kissimmee, Florida 34741.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    A. Acceptance of Resignation of Michael Rich, Seat #4
    B. Appointment of Individual to Fulfill Board Vacancy in Seat #4
    C. Administration of Oath of Office to Newly Appointed Board Member
    D. Consideration of Resolution 2024-09 Electing Assistant Secretary
4. Approval of Minutes of the April 25, 2024 Board of Supervisors Meeting and August 27, 2024 Emergency Meeting
5. Consideration of Resolution 2024-08 Ratifying the Actions of the District Manager and Chairman in Resetting and Noticing the Public Hearing
6. Consideration of Termination of Temporary Construction Easement Agreement with Cap 5 Development, LLC
7. Consideration of Non-Exclusive Temporary Construction Easement Agreement with Luxer Development, LLC
8. Ratification of Request to Transfer Permit
9. Ratification of Estoppel Agreement
10. Review and Acceptance of Fiscal Year 2023 Audit Report
11. Staff Reports
    A. Attorney
        i. Discussion of South Florida Water Management District Updated Violation
        ii. Memorandum Regarding Recently Enacted Legislation
    B. Engineer
    C. District Manager's Report
        i. Check Register
        ii. Balance Sheet and Income Statement
        iii. Approval of Fiscal Year 2025 Meeting Dates
        iv. Presentation of Number of Registered Voters – 0
    D. Field Manager's Report

i. Consideration of Proposals for Landscape Maintenance
    1. Blade Runners Commercial Landscaping Orlando
    2. CLI Professional Landscaping
    3. D' Best Lawn Care
    4. Exalt Outdoor Services
ii. Consideration of Proposals for Aquatics Maintenance
    1. Aquatic Weed Management
    2. Exalt Outdoor Services
    3. Solitude Lake Management
iii. Consideration of Proposals for Pond Bank Erosion Repair
    1. Exalt Outdoor Services Tract 25 Repair
    2. Exalt Outdoor Services Tract 31 Repair

12. Other Business
13. Supervisors Requests
14. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jeremy LeBrun

Jeremy LeBrun
District Manager

SECTION 3

SECTION A

Michael C. Rich
911 N. Orange Ave. #532
Orlando, FL 32801

July 30, 2024

Preston Cove Community Development District
Via Email

To Whom it may concern:

Please accept this correspondence as my resignation from the board of the Preston Cove Community Development District.

Sincerely,

Michael C. Rich

SECTION D

RESOLUTION 2024-09

A RESOLUTION OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT ELECTING AN ASSISTANT SECRETARY OF THE BOARD OF SUPERVISORS

WHEREAS, the Board of Supervisors of the Preston Cove Community District desires to elect _____ as an Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT:

1. _____ is elected Assistant Secretary of the Board of Supervisors.

PASSED AND ADOPTED this 26th day of September, 2024.

_____	_____
Secretary/Assistant Secretary	Chairman/Vice Chairman

SECTION 4

MINUTES OF MEETING
PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Preston Cove Community Development District was held Thursday, **April 25, 2024,** at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum:

Shaman Foradi	Chairperson
Owais Khanani	Vice Chairman
Maria Rust	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Jay Lazarovich	District Counsel, Latham Luna
Jarrett Wright	GMS
Shawn Hindle	District Engineer

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order. Three Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS **Approval of Minutes of the February 22, 2024 Board of Supervisors Meeting**

Mr. LeBrun presented the minutes from the February 22, 2024 Board of Supervisors meeting and asked for any comments or corrections. The Board had no changes to the minutes.

> On MOTION by Mr. Foradi, seconded by Mr. Khanani, with all in favor, the Minutes of the February 22, 2024 Board of Supervisors Meeting, were approved 3-0.

FOURTH ORDER OF BUSINESS **Consideration of Resolution 2024-05 Approving the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing**

Mr. LeBrun reviewed the proposed Fiscal Year 2025 budget on page 10 of the electronic agenda. He noted that the public hearing was scheduled for July 25, 2024 at 9:00 a.m. He explained that it was similar to last year's budget. He stated this resolution is accepting the proposed budget and setting the public hearing for July.

> On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the, Resolution 2024-05 Approving the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing for July 25, 2024 at 9:00 a.m., was approved 3-0.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

i. Discussion of Response to Claim of Lien from Fortiline, Inc.

Mr. Lazarovich stated the District received a lien from Fortiline, Inc. regarding materials related to waterworks. The lien was on all the District's property within Phases 1 and 2. The first letter in the agenda is their demand that they remove the lien. They have been in communication with their counsel, and it seems that there is an agreement between the District and Fortiline, Inc. They have sent a demand letter to Elevation to put them on notice and they have not yet received a response. They are also working with the engineer to look into the outstanding invoices. As of now, there aren't any major updates. They responded to Fortiline, Inc's counsel for a payment bond; the District doesn't have one, so that is also included in the agenda. He noted that they just wanted to bring this to the Boards attention.

ii. Memorandum Regarding Annual Reminder on Florida Laws for Public Officials

Mr. Lazarovich noted they sent their annual ethics reminder. He stated if the Board has any questions, they can reach out to himself or Mr. LeBrun and they can answer any questions.

B. Engineer

Mr. Hindle stated they had two issues with South Florida that affected the project. One issue was an illicit discharge into the creek that ended up in Center Lake. He noted that typically they wouldn't have been fined at all; it was a one-day issue and was resolved, but politically they decided to fine the District. He explained that they fined $2,500 for the discharge. They also had an item on there for working without a permit because the land ownership transferred. This was an $8,000 fine. He noted that because there was a different ownership group, the permit had to be transferred. He stated they have to do a permit transfer to work under that permit. He explained that they can dispute the permit with their attorney directly. He recommended that they contact Nicole at South Florida and request that the transfer is already in process. It has already been accepted by South Florida and it's just in process of being documented. He noted that Ryan Higgins said that he felt that they would be agreeable to remove that. He also said that they were allowed on a violation to reduce it up to 50%. He added that at the same time, he would ask they because it was a one-day item that is normally not fined, they would ask that they reduce that fine by that term.

C. District Manager's Report

i. Check Register

Mr. LeBrun presented the check register including checks 88 and 89 for approval. The total is $14,520.03. Behind that is the detailed check register.

On MOTION by Mr. Khanani, seconded by Ms. Rust, with all in favor, the, the Check Register totaling $14,520.03, was approved 3-0.

ii. Balance Sheet and Income Statement

Mr. LeBrun presented the unaudited financials through March 31, 2024. There is no action required by the Board.

iii. Ratification of Series 2022 Requisitions #65

Mr. LeBrun asked for Ratification of Series 2022 Requisitions #65. These have already been signed off and approved by the Engineer and responsible officers.

On MOTION by Mr. Khanani, seconded by Ms. Rust, with all in favor, Series 2022 Requisition #65, was ratified 3-0.

SIXTH ORDER OF BUSINESS **Other Business**

Mr. Wright stated that their budget was really good. They didn't make many changes. He pointed out that there was one line item that was dedicated for sidewalk and asphalt. They just converted that into their general repairs and maintenance to give them a little more flexibility. He asked if they had any idea when a turnover period or turnover walkthrough is expected. The response was that they were hoping in about 2 to 3 weeks and worst case by another month. Mr. Wright stated that other than that, they are maintaining how the progress is going for everything and keeping an eye on the amenity center developments, so they are to go for all of that. The question was asked if there were any changes to the amenities that are going to be there or what was going to be included. The response was they will have to check with Jeff and see, but there was nothing substantial; it is pretty consistent with what they signed off with the contractors.

SEVENTH ORDER OF BUSINESS **Supervisors Requests**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS **Adjournment**

Mr. LeBrun adjourned the meeting.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT

The emergency meeting of the Board of Supervisors of the Preston Cove Community Development District was held Thursday, **August 27, 2024,** at 9:03 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum:

Shaman Foradi	Chairperson
Owais Khanani	Vice Chairman
Maria Rust	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Kristen Trucco	District Counsel, Latham Luna
Shawn Hindle	District Engineer
Jarett Wright	Field Manager, GMS
Maria Sanchez	Elevation Development

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order. Three Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS **Public Hearing**

Mr. LeBrun noted the public hearing is for the two items, the consideration of Resolution 2024-06 adopting the Fiscal Year 2025 budget and Resolution 2024-07 imposing special assessments and certifying the assessment roll. He asked for a motion to open the public hearing.

On MOTION by Mr. Foradi, seconded by Ms. Rust, with all in favor, Opening the Public Hearing, was approved 3-0.

Mr. LeBrun stated there were no members of the public present for comment and asked for a motion to close the public hearing.

On MOTION by Mr. Foradi, seconded by Ms. Rust, with all in favor, Closing the Public Hearing, was approved 3-0.

A. Consideration of Resolution 2024-06 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. LeBrun presented the resolution and noted that it was included in the agenda for review. He noted that the total revenue was $685,989 and highlighted some of the amounts that made up that total. He offered to answer any Board questions. There being no comments, he asked for a motion of approval.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, Resolution 2024-06 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations, was approved 3-0.

B. Consideration of Resolution 2024-07 Imposing Special Assessments and Certifying an Assessment Roll

Mr. LeBrun presented the resolution and noted that Board just approved the FY 2025 budget and stated this resolution funds the budget and imposes the special assessments and certifies the assessment roll. There are no anticipated developer contributions for this budget. He offered to answer any Board questions. There being no comments, there was a motion of approval.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, Resolution 2024-07 Imposing Special Assessments and Certifying an Assessment Roll, was approved 3-0.

FOURTH ORDER OF BUSINESS **Consideration of Fiscal Year 2025 Deficit Funding Agreement with Elevation Preston Cove, LLC**

Mr. LeBrun presented the funding agreement with Elevation Preston Cove, LLC and noted that this only comes into effect if the on-roll assessments do not cover the expenses. The anticipation is that everything in the budget will be covered by the on-roll assessments. He offered to answer any questions. There being none, he asked for a motion of approval.

> On MOTION by Mr. Khanani, seconded by Ms. Rust, with all in favor, the Fiscal Year 2025 Funding Agreement with Elevation Preston Cove, LLC, was approved 3-0.

FIFTH ORDER OF BUSINESS **Consideration of Fiscal Year 2025 Deficit Funding Agreement with Starlight Homes Florida, LLC**

Mr. LeBrun presented the funding agreement with Starlight Homes Florida, LLC and also noted that this only comes into effect if the on-roll assessments did not cover the District expensive within the Fiscal Year 2025. He offered to answer any questions. There being none, there was a motion of approval.

> On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the Fiscal Year 2025 Deficit Funding Agreement with Starlight Homes Florida, LLC, was approved 3-0.

SIXTH ORDER OF BUSINESS **Adopting the District Goals and Objectives**

Mr. LeBrun informed the Board of the new Florida Legislation that results in the CDD having to develop goals and objectives to be in place by October 1st of this year. These are goals that the District are aiming to achieve and in December of 2025 they will report whether the goals were achieved. GMS created a list of goals and objectives for the Board's consideration that align with State statute and meet the requirements of the new legislation. Mr. LeBrun offered to answer any questions and asked for a motion to adopt the goals and objectives.

> On MOTION by Ms. Rust, seconded by Mr. Foradi, with all in favor, Adopting the District Goals and Objectives, was approved 3-0.

SEVENTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS **Supervisors Requests**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS **Adjournment**

Mr. LeBrun adjourned the meeting.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION 5

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND CHAIRMAN IN RESETTING AND RE-NOTICING THE PUBLIC HEARINGS ON THE ADOPTION OF THE FISCAL YEAR 2025 BUDGET AND RELATING TO THE ANNUAL APPROPRIATIONS; AMENDING RESOLUTION 2024-05 TO SET THE PUBLIC HEARING THEREON; RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND CHAIRMAN IN SETTING AND NOTICING AN EMERGENCY MEETING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Preston Cove Community Development District (the "District) is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended (the "Act"); and

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted Resolution 2024-05, approving a proposed budget for fiscal year 2025, setting the public hearing to adopt the fiscal year 2025 budget and relating to the annual appropriations, and setting the hearing thereon for July 25, 2024, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741; and

WHEREAS, the Board subsequently reset the public hearing to adopt the fiscal year 2025 budget and relating to the annual appropriations for August 22, 2024, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741; and

WHEREAS, the Board was unable to achieve a quorum at the date and time of the public hearing, as scheduled for July 25, 2024, and as rescheduled for August 22, 2024, and the District Manager, in consultation with the Chairman, scheduled an emergency meeting to adopt the budget on August 27, 2024, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741 to avoid harm to the District and comply with the deadline to transmit the tax roll to Osceola County. The District Manager caused the emergency meeting to be published as provided in the manner prescribed in Florida law for emergency meetings; and

WHEREAS, the District Manager was present at the noticed meeting space on August 22, 2024, at or before 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741 in the event members of the public were present to provide comment on the proposed budget. As attested to in the Affidavit of District Manager, attached hereto as Exhibit "A", no members of the public were present to provide public comment on the proposed budget; and

WHEREAS, the Board scheduled an additional public hearing to be held on September 26, 2024, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741, and has caused published notice to be provided in the manner prescribed in Florida law; and

WHEREAS, the Board desires to ratify the District Manager and Chairman's actions in resetting the July 25, 2024 and August 22, 2024 public hearings, noticing the amended public hearing, scheduling the August 27, 2024 emergency meeting and all actions taken by the Board at the August 27, 2024 emergency meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution.

2. RATIFICATION OF RESETTING OF PUBLIC HEARINGS. The actions of the District Manager and Chairman in resetting the public hearings, the District Secretary in publishing and mailing the notice of the public hearing pursuant to Chapter 190, *Florida Statutes*, are hereby ratified. Resolution 2024-05 is hereby amended to reflect that the public hearing was reset to September 26, 2024, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741.

3. RESOLUTION 2024-05 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-05 continue in full force and effect.

4. RATIFICATION OF EMERGENCY MEETING AND PUBLIC HEARING. The actions of the District Manager and Chairman in scheduling an emergency meeting and public hearing for August 27, 2024, the District Secretary in publishing the notice of the emergency meeting pursuant to Chapter 50, *Florida Statutes*, are hereby ratified.

5. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 26th day of September, 2024.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
Secretary/Assistant Secretary

_____
Chairperson /Vice Chairperson
Board of Supervisors

Exhibit "A"

Affidavit of District Manager

AFFIDAVIT OF DISTRICT MANAGER

Preston Cove Community Development District

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Jeremy LeBrun ("Affiant") who deposes and says under penalties of perjury that:

1. Affiant is the District Manager of Preston Cove Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida, which is hereinafter referred to as "District."

2. Affiant was present at the District's rescheduled public hearing to adopt the fiscal year 2025 budget and relating to the annual appropriations on August 22, 2024, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida 34741 (the "Public Hearing"), as noticed in accordance with Chapter 190, *Florida Statutes*, in the Osceola News Gazette on 7/25/2024 and 8/1/2024, a copy of which is attached hereto.

3. Affiant affirms that no members of the public were present at the Public Hearing to provide public comment on the District's fiscal year 2025 budget or relating to the annual appropriations.

4. Affiant affirms that no action was taken at the Public Hearing due to an emergency cancellation and subsequent rescheduling of the District's public hearing to adopt the fiscal year 2025 budget and relating to the annual appropriations.

5. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

(Affiant)
Print Name: Jeremy LeBrun
Official Capacity: District Manager
Name of District: Preston Cove Community Development District
Address: c/o Governmental Management Services -
Central Florida, LLC
219 E. Livingston Street, Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization this 9 day of September, 2024, by Jeremy LeBrun, [✓] who is personally known or [ ] has produced as identification.

[Notary Seal]

Notary Public
Printed Name: Patricia L. Adams
My Commission Expires: HH511648

PATRICIA L. ADAMS
Notary Public
State of Florida
Comm# HH511648
Expires 7/30/2028

OSCEOLA NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Casey Allen, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jul. 25, 2024

Aug. 1, 2024

Notice ID: TOZ2NvKfeNUSQ0Dlz5at
Notice Name: GMS*PRESTON COVE CDD*PUBLIC HEARING

PUBLICATION FEE: $154.81

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Casey Allen

Agent

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186100
Expires on October 14, 2025

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 08/02/2024

Notary Public
Notarized remotely online using communication technology via Proof.

PRESTON COVE COMMUNITY DVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Preston Cove Community Development District ("District") will hold a public hearing on August 22, 2024 at 9:00 a.m. at the Offices of Hanson, Walter & Associates, 8 Broadway, Suite 104, Kissimmee, FL 34741, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours, or by visiting the District's website at https://prestoncovecdd.com.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

Jeremy LeBrun
Governmental Management Services – Central Florida, LLC
District Manager
July 25, 2024/August 1, 2024

SECTION 6

Prepared By and Return To:

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
201 South Orange Avenue Suite 1400
Orlando, Florida 32801

TERMINATION OF
TEMPORARY CONSTRUCTION EASEMENT

THIS TEMINATION OF TEMPORARY CONSTRUCTION EASEMENT (this "Termination") is made this _ day of September, 2024 (the "Effective Date"), from PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (the "District" or "Grantor"), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, to CAP 5 DEVELOPMENT, LLC, an Ohio limited liability company ("Grantee"), whose mailing address is 3601 Rigby Road, Suite 300, Miamisburg, Ohio 45342.

W I T N E S S E T H:

WHEREAS, Grantor granted and delivered in favor of Grantee that certain Temporary Construction Easement (the "Easement"), dated February 22, 2024 (the "Easement Date"), and recorded on March 6, 2024, in Official Records Book 6560, Pages 1503, in the Public Records of Osceola County, Florida, whereby Grantor granted a temporary access and construction easement to Grantee for a period of twelve (12) months from the Easement Date, on, upon, over, under, through and across that certain real property located in Osceola County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Area") for the purposes of pedestrian and vehicular ingress, egress, and regress, and for constructing improvements within the Easement Area and the public right-of-way of Preston Cove Drive and Jones Road.

WHEREAS, Grantee is no longer pursuing the Work (as defined in the Easement) and has forgone the purchase of the development and/or the Plans (as defined in the Easement).

WHEREAS, the Grantor now wishes to terminate the Easement;

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the mutual promises and obligations herein contained, the Parties hereto agree that the Easement is hereby terminated.

IN WITNESS WHEREOF, Grantor has caused this Termination of Temporary Construction Easement to be executed by its duly authorized representative as of the day and year first written

WITNESSES:

Print Name:_____
Mailing Address: _____
_____

Print Name:_____
Mailing Address: _____
_____

GRANTOR:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes

By:

_____
Print Name: Owais Khanani
Title: Vice Chairman
Mailing Address:
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____day of_____, 2024, by Owais Khanani as Vice Chairman of PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, on behalf of the district, who ☐ is personally known to me or ☐ has produced_____as identification.

[Notary Seal]

_____
Signature of Notary Public - State of Florida

_____
Name typed, printed, or stamped

My Commission Expires:_____

EXHIBIT "A"

Easement Area

Tracts 38, 39, 51, and 58, and Alleys 1 and 7, according to the PRESTON COVE PHASE 1 AND 2 plat, as recorded in Plat Book 33, Page 80, Public Records of Osceola County, Florida.

SECTION 7

Prepared By and Return To:

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
201 South Orange Avenue Suite 1400
Orlando, Florida 32801

NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT

THIS NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT (this "Easement") is made and granted this ___ day of September, 2024 (the "Effective Date"), from PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (the "District" or "Grantor"), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, to LUXER DEVELOPMENT LLC, an Florida limited liability company ("Grantee"), whose mailing address is 4700 Millenia Boulevard, Suite 260, Orlando, Florida 32839.

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, and its successors, assigns, agents, employees, contractors, and subcontractors (as may exist from time to time), a temporary access and construction easement on, upon, over, under, through and across that certain real property located in Osceola County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Area"), for the purposes of pedestrian and vehicular ingress, egress, and regress, and for constructing improvements within the Easement Area and the public right-of-way of Preston Cove Drive and Jones Road (the "Work") as reflected on the plans attached hereto as Exhibit "B" and incorporated herein by this reference (the "Plans").

TO HAVE AND TO HOLD said easement unto Grantee and its assigns forever, subject to the terms and conditions set forth hereinbelow.

1. This Easement shall automatically terminate twelve (12) months after the Effective Date.

2. Grantee by its acceptance hereof covenants and agrees to indemnify the Grantor and its agents, contractors, employees, tenants, tenants' agents, or invitees and hold them harmless from any and all claims for personal injuries, death, or property damage, and any liens, liabilities, losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys' fees, which arise out of, in connection with, or by reason of the Grantee's exercise of its rights under this Easement, except such loss or damage as may result from the negligence or willful acts of the Grantor or its agents, contractors, employees, tenants, tenants' agents, or invitees. Grantee's liability and the indemnity provided herein shall survive the expiration or

sooner termination of this Easement, as to events which occurred prior to such expiration or termination.

3. In the event that Grantee, their respective employees, agents, assignees and/ or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to the Easement Area or any of the improvements located within the Easement Area or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation systems, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. Grantee shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee. In the event Grantee does not fully repair damages under this Easement within the thirty (30) day period specified herein, Grantee hereby consents to Grantor repairing such damage at the sole cost of the Grantee, including fees for administration, interest charges, as applicable and Grantor shall have the right to terminate this Easement and Grantee shall be liable for remedial action taken by Grantor.

4. In the event of any dispute hereunder or of any action to interpret or enforce this Easement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether incurred before, during or after trial or upon any appellate level, or in any administrative proceeding, in arbitration, mediation or any proceeding in bankruptcy or insolvency.

5. The rights and obligations described herein are intended as, and shall be, covenants running with the land with respect to the Easement Area and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Grantor represents and warrants to Grantee that Grantor is the owner of fee simple title to the Easement Area and has the right to grant this Easement to Grantee.

7. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) three (3) days after depositing with the United States Mail, certified, return receipt requested, to the address listed above or to such other address as either party may from time to time designate by written notice in accordance with this paragraph.

8. Grantee agrees that they have current property and liability insurance and they shall ensure all contractors retained for the Work are insured and licensed, as applicable.

9. A default by any party under this Easement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages,

injunctive relief and/or specific performance.

10. Grantee understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement are public records and are to be treated as such in accordance with Florida law.

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

12. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

13. Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by all parties hereto. Notwithstanding the foregoing, Grantor reserves the right to terminate this Easement if Grantee forgoes the Work.

14. Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Easement or the Easement Area. This Easement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. Notwithstanding anything to the contrary set forth in this Easement, Grantee acknowledges and agrees that Grantee's (and Grantee's contractors') use of the Easement Area is at its own risk and neither Grantor nor Grantor's agents shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Grantor's agents' use of or activities within the Easement Area.

15. This Easement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for all actions and proceeding arising out of this Easement shall be in the courts in and for Osceola County, Florida. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS EASEMENT AND/OR THE EASEMENT AREA.

16. Nothing in this Easement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed as of the day and year first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[Signature Page to Non-Exclusive Temporary Construction Easement]

WITNESSES:

Print Name:_____
Mailing Address: _____
_____

Print Name:_____
Mailing Address: _____
_____

GRANTOR:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes

By:
_____
Print Name: Owais Khanani
Title: Vice Chairman
Mailing Address:
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____day of_____, 2024, by Owais Khanani as Vice Chairman of PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, on behalf of the district, who ☐ is personally known to me or ☐ has produced_____as identification.

[Notary Seal]

_____
Signature of Notary Public - State of Florida

_____
Name typed, printed, or stamped

My Commission Expires:_____

[SIGNATURES CONTINUE ON NEXT PAGE]

[Signature Page to Non-Exclusive Temporary Construction Easement]

WITNESSES:

Print Name:_____
Mailing Address: _____
_____

Print Name:_____
Mailing Address: _____
_____

GRANTEE:

LUXER DEVELOPMENT LLC, an Florida limited liability company

By:
_____
Print Name: _____
Title: _____
Mailing Address:
_____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____day of_____, 2024, by _____ as _____ of LUXER DEVELOPMENT LLC, an Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____as identification.

[Notary Seal]

_____
Signature of Notary Public - State of _____

_____
Name typed, printed, or stamped

My Commission Expires:_____

EXHIBIT "A"

Easement Area

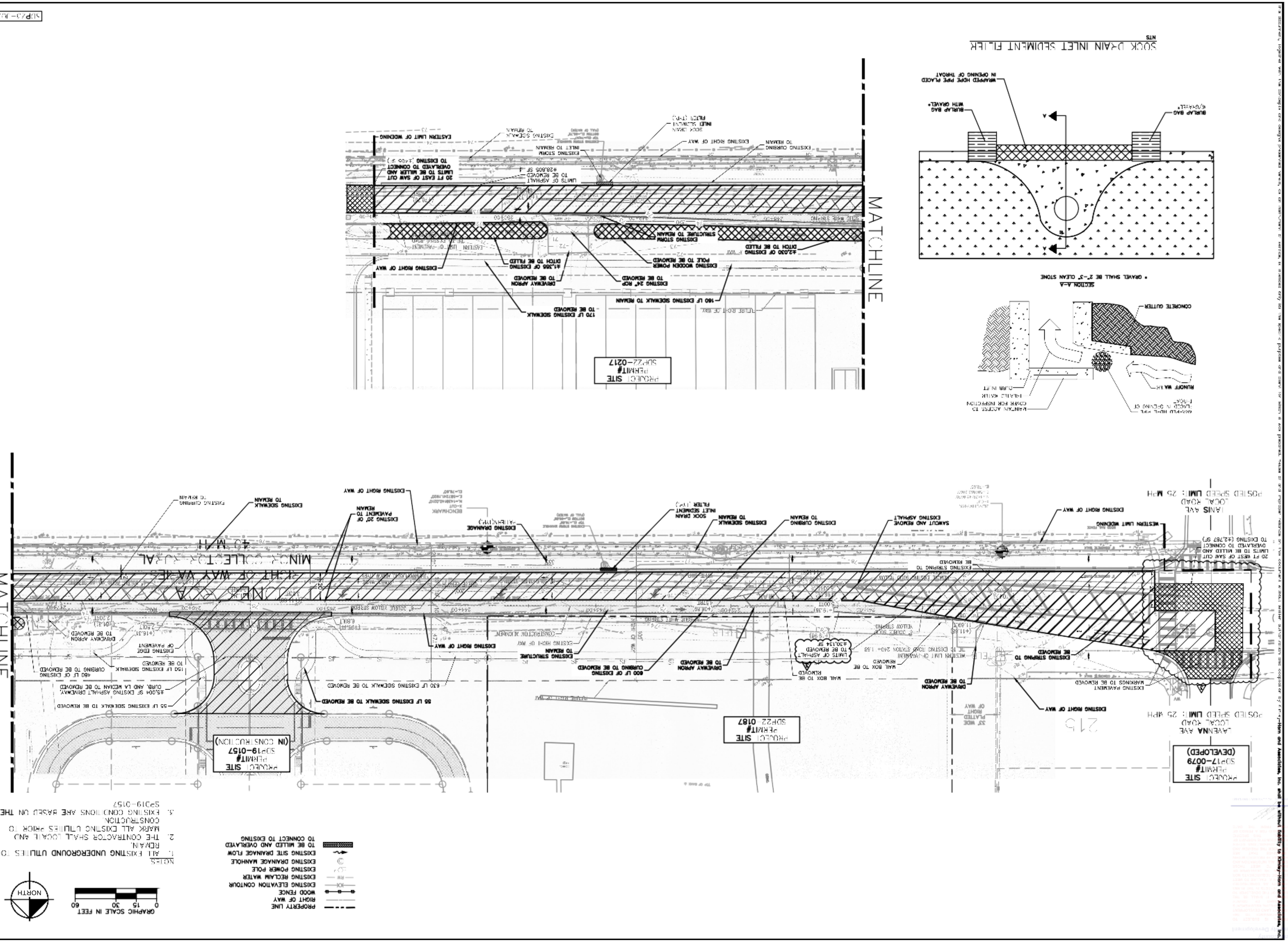
Tracts 38, 39, 51, and 58, and Alleys 1 and 7, according to the PRESTON COVE PHASE 1 AND 2 plat, as recorded in Plat Book 33, Page 80, Public Records of Osceola County, Florida.

EXHIBIT "B"

Plans

[THIS SPACE INTENTIONALLY LEFT BLANK]

[PLANS FOLLOW]



No.	REVISIONS	DATE	BY
3	PER OSCEOLA COUNTY COMMENTS	08/28/22	MMM
2	PER OSCEOLA COUNTY COMMENTS	06/22/22	MMM
1	PER OSCEOLA COUNTY COMMENTS	03/28/22	CEF

Kimley»Horn
2022 LINK PLACE, BLDG. 200, SUITE 200
ORLANDO, FL 32809
PHONE: 407-628-1001
WWW.KIMLEY-HORN.COM CERTIFICATE OF AUTHORIZATION No. 35106

BRIDGE POINT: JONES ROAD IMPROVEMENT

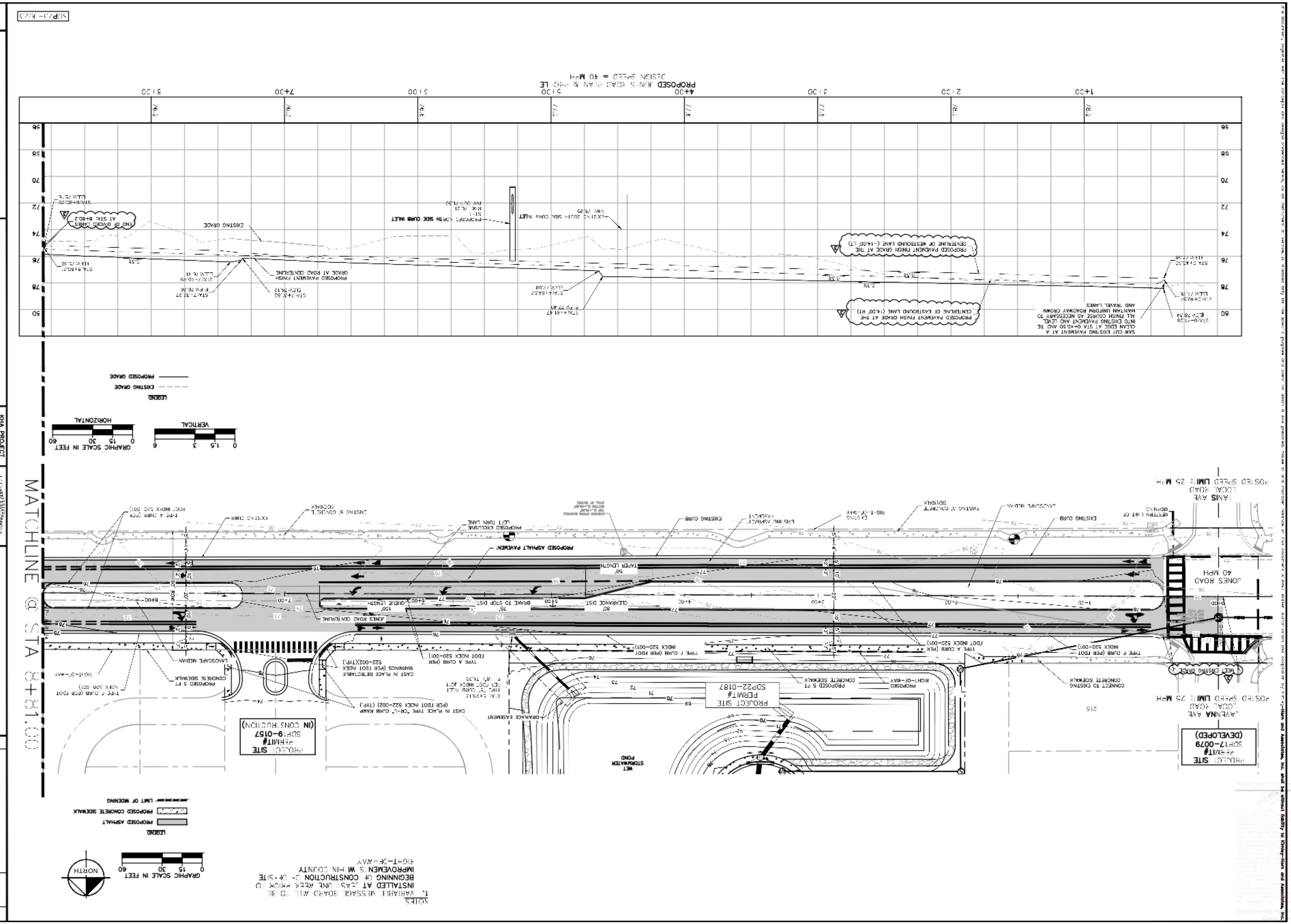
EXISTING CONDITIONS & DEMO PLAN

KHA PROJECT 141111011
DATE 3/28/22
SCALE AS SHOWN
DESIGNED BY CAL
DRAWN BY CAL
CHECKED BY CEF

STATE OF FLORIDA
CHRISTOPHER E. FRANCIS
LICENSE NUMBER 73767
PROFESSIONAL ENGINEER

SHEET NUMBER
C2.0

745188094


BRIDGE POINT: JONES ROAD IMPROVEMENT
ROADWAY PLAN & PROFILE
SHEET NUMBER C3.0
Kimley»Horn
MATCHLINE @ STA 8+81.00
JONES ROAD 40 MPH
LAMIS AVE LOCAL ROAD POSTED SPEED LIMIT: 25 MPH
LAVENNA AVE LOCAL ROAD POSTED SPEED LIMIT: 25 MPH
PROJECT SITE PERMIT# SDP17-0079 (DEVELOPED)
PROJECT SITE PERMIT# SDP19-0157 (IN CONSTRUCTION)
PROJECT SITE PERMIT# SDP22-0187
PROPOSED JONES ROAD PLAN & PROFILE
DESIGN SPEED = 40 MPH
NOTES
1. VARIABLE MESSAGE BOARD WILL TO BE INSTALLED AT LEAST ONE WEEK PRIOR TO BEGINNING OF CONSTRUCTION OF OFF-SITE IMPROVEMENTS WITHIN COUNTY RIGHT-OF-WAY
LEGEND
PROPOSED ASPHALT
PROPOSED CONCRETE SIDEWALK
LIMIT OF WIDENING
GRAPHIC SCALE IN FEET
NORTH
VERTICAL
HORIZONTAL
EXISTING GRADE
PROPOSED GRADE
KHA PROJECT 241110011
DATE 9/20/22
SCALE AS SHOWN
DESIGNED BY CAL
DRAWN BY CAL
CHECKED BY CEF
REVISIONS
PER OSCEOLA COUNTY COMMENTS 08/22/22 MMM
PER OSCEOLA COUNTY COMMENTS 08/22/22 MMM
PER OSCEOLA COUNTY COMMENTS 03/28/22 CEF
DATE BY
2022 KIMLEY-HORN AND ASSOCIATES, INC.
155 S. ORANGE AVENUE, SUITE 1500, ORLANDO, FL 32801
PHONE: 407-628-1011
WWW.KIMLEY-HORN.COM CERTIFICATE OF AUTHORIZATION No. 35106
PROFESSIONAL ENGINEER
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improvements to this document by anyone other than the client for whom it was prepared, without written consent of Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

745188094

SECTION 8

Request to Transfer
Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): 49-102591-P Application No(s).:191126-2385 Acres to be Transferred: 146.69

Permitted Project: Sunbridge Creek Proposed Project Name (if different): Preston Cove

Phase of Project (if applicable): Stormwater Management O&M Only

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee: (Preston Cove CDD)

Mailing Address: 219 E Livingston St

City: Orlando State: FL Zip: 32801

Telephone: E-mail: foradi@luxerdevelopment.com

DocuSigned by:
Shaman Foradi
142CD1805F9F4BF...

Signature of Proposed Permittee Date: 2024-09-09

Shaman Foradi Chairman

Name and Title

Enclosures:
☐ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records ☐ Copy of current plat(s) (if any), as recorded in the Public Records
☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)
☐ Other

SECTION 9

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
ESTOPPEL AGREEMENT

THIS PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT ESTOPPEL AGREEMENT (the "Agreement"), effective as of the 6th day of September, 2024 (the "Effective Date"), between:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the "**District**");

ELEVATION PRESTON COVE LLC, a Florida limited liability company, whose mailing address is 189 South Orange Avenue, Suite 1550, Orlando, Florida 32801 (the "**Developer**"); and

OWAIS KHANANI, individually, whose mailing address is 189 South Orange Avenue, Suite 1550, Orlando, Florida 32801 (the "**Owner**"); and

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by Ordinance No. 2021-54 by the Board of County Commissioners of Osceola County, Florida; and

WHEREAS, the Developer is the master developer of the land within the District; and

WHEREAS, the Owner is the manager of the Developer; and

WHEREAS, the Developer and/or Owner is under contract to sell certain lots within the District to a third-party developer; and

WHEREAS, certain portions of the District's property are subject to claims by third-party contractors, including, but not limited to, those contractors identified in the "List of Contractors" attached hereto and incorporated herein by reference as Exhibit "A" (the "**Contractors**"); and

WHEREAS, the parties desire to enter into this Agreement to memorialize the District's terms of satisfaction and release of any and all outstanding invoices, claims, demands, and liens and ensure all outstanding invoices, claims, demands, and liens of the Contractor's affecting the District's property are released and/or satisfied; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **SATISFACTION AND RELEASE**. Developer and Owner jointly and severely agree to satisfy all claims, liens, demands, etc. of the Contractors and obtain a release of lien, as applicable, from the Contractors within ten (10) days of the Effective Date.

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

If to District:	Preston Cove Community Development District c/o Governmental Management Services – Central Florida, LLC 219 East Livingston Street, Orlando, Florida 32801 Attention: District Manager
Copy to:	Latham, Luna, Eden & Beaudine, LLP 201 S. Orange Avenue, Suite 1400 Orlando, Florida 32801 Attention: Jan Albanese Carpenter, District Counsel
If to Developer/ Owner:	Elevation Preston Cove LLC 189 S. Orange Avenue, Suite 1550, Orlando, Florida 32801 Attention: Owais Khanani
Copy to:	Greenspoon Marder, LLP 201 E. Pine Street, Suite 500 Orlando, Florida 32801 Attention: Michael Candiotti

Except as otherwise provided in this Agreement, any Notice shall be deemed received upon actual delivery at the address set forth above, which may be evidenced by confirmation of delivery via overnight delivery service, United States postal service certified mail or by courier service. 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 each party may deliver Notice on behalf of the respective party he/she represents. 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 at least five (5) days written notice to the parties and addressees set forth herein.

4. **AMENDMENT**. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by any party under this Agreement shall entitle all others to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. **ATTORNEYS' FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

10. **EFFECTIVE DATE.** This Agreement shall be effective after execution by all of the parties hereto.

11. **PUBLIC RECORDS.** The parties understand and agree that all documents of any kind provided to the District may be public records and treated as such in accordance with Florida law.

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

13. **INDEMNIFICATION.** Developer and Owner agree to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of Developer and/or Owner's (or their agents, employees or subcontractors) breach of any term or provision of this Agreement.

14. **JOINT AND SEVERAL LIABILITY.** The liability of the Developer and Owner, and their respective successors and assigns (as such succession or assignment is permitted herein) shall be joint and several.

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

16. **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. Signature pages and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document physically to form one document.

[SIGNATUTES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

DISTRICT:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

By:_____
Shaman Foradi
Chairman, Board of Supervisors

DEVELOPER:

ELEVATION PRESTON COVE LLC, a Florida limited liability company

By:_____
Print: Owais Khanani
Title: Manager

OWNER:

OWAIS KHANANI, individually

By:_____
Print: Owais Khanani

Exhibit "A" List of Contractors

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

DISTRICT:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

By:_____
Shaman Foradi
Chairman, Board of Supervisors

DEVELOPER:

ELEVATION PRESTON COVE LLC, a Florida limited liability company

DocuSigned by:
By: Owais Khanani
4269B1FF9FCB443...
Print: Owais Khanani
Title: Manager

OWNER:

OWAIS KHANANI, individually

DocuSigned by:
By: Owais Khanani
4269B1FF9FCB443...
Print: Owais Khanani

Exhibit "A" List of Contractors

EXHIBIT A

"List of Contractors"

1. American Pools & Spas
2. Cap Acoustics & Drywall, Inc.
3. Dirt Rocks, LLC
4. Fortiline, Inc.
5. Mack Industries, Inc.
6. Southeast Shell, LLC
7. Sloan Builders, Inc.
8. Able Dewatering Inc.
9. GPH Services, LLC

SECTION 10

PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA

TABLE OF CONTENTS

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Preston Cove Community Development District
Osceola County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Preston Cove Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended to September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2023, and the respective changes in financial position, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 3, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 3, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Preston Cove Community Development District, Osceola County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of ($422,504).

- The change in the District's total net position in comparison with the prior fiscal year was $254,516, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.

- At September 30, 2023, the District's governmental funds reported combined ending fund balance of $919,877, an decrease of ($430,642) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION
SEPTEMBER 30,

	2023	2022
Current and other assets	$ 927,954	$ 1,370,658
Capital assets, net of depreciation	10,239,066	9,771,780
Total assets	11,167,020	11,142,438
Current liabilities	195,686	210,660
Long-term liabilities	11,393,838	11,608,798
Total liabilities	11,589,524	11,819,458
Net position		
Net investment in capital assets	(1,147,328)	(1,395,617)
Restricted	713,227	711,505
Unrestricted	11,597	7,092
Total net position	$ (422,504)	$ (677,020)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION
FOR THE PERIOD ENDED SEPTEMBER 30,

	2023	2022
Revenues:		
Program revenues		
Charges for services	$ 668,756	$ -
Operating grants and contributions	121,426	55,802
Capital grants and contributions	8,219	1,838
Total revenues	798,401	57,640
Expenses:		
General government	89,507	62,195
Bond issue costs	-	420,375
Interest	454,378	267,999
Total expenses	543,885	750,569
Change in net position	254,516	(692,929)
Net position - beginning	(677,020)	15,909
Net position - ending	$ (422,504)	$ (677,020)

As noted above and in the statement of activities, the cost of all governmental activities during the period ended September 30, 2023 was $543,885. The costs of the District's activities were funded by program revenues which were comprised of assessments and Developer contributions. In total, expenses decreased mainly as a result of bond issue costs that were incurred in the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had $10,239,066 invested in capital assets for its governmental activities. In the government-wide financial statements no depreciation has been taken, which resulted in a net book value of $10,239,066. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had $11,395,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District expects an increase in general operations in the subsequent year as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Preston Cove Community Development District's Finance Department at 219 E. Livingston Street, Orlando, FL 32801.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 11,147
Due from Developer	8,527
Assessment receivable	118,341
Restricted assets:	
Investments	789,939
Capital assets:	
Nondepreciable	10,239,066
Total assets	11,167,020
LIABILITIES	
Accounts payable	8,077
Accrued interest payable	187,609
Non-current liabilities:	
Due within one year	220,000
Due in more than one year	11,173,838
Total liabilities	11,589,524
NET POSITION	
Net investment in capital assets	(1,147,328)
Restricted for debt service	713,227
Unrestricted	11,597
Total net position	$ (422,504)

See notes to the financial statements

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	$ 89,507	$ -	$ 94,012	$ -	$ 4,505
Maintenance and operations	-	-	-	8,219	8,219
Interest on long-term debt	454,378	668,756	27,414	-	241,792
Total governmental activities	543,885	668,756	121,426	8,219	$ 254,516

Change in net position	254,516
Net position - beginning	(677,020)
Net position - ending	$ (422,504)

See notes to the financial statements

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash and cash equivalents	$ 11,147	$ -	$ -	$ 11,147
Investments	-	782,495	7,444	789,939
Due from Developer	8,527	-	-	8,527
Assessment receivable	-	118,341	-	118,341
Total assets	$ 19,674	$ 900,836	$ 7,444	$ 927,954
LIABILITIES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 8,077	$ -	$ -	$ 8,077
Total liabilities	8,077	-	-	8,077
Fund balances:				
Restricted for:				
Debt service	-	900,836	-	900,836
Capital projects	-	-	7,444	7,444
Unassigned	11,597	-	-	11,597
Total fund balances	11,597	900,836	7,444	919,877
Total liabilities and fund balances	$ 19,674	$ 900,836	$ 7,444	$ 927,954

See notes to the financial statements

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Fund balance - governmental funds		$ 919,877
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	10,239,066	
Accumulated depreciation	-	10,239,066
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Accrued interest payable	(187,609)	
Bonds payable	(11,393,838)	(11,581,447)
Net position of governmental activities		$ (422,504)

See notes to the financial statements

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Special assessments	$ -	$ 668,756	$ -	$ 668,756
Developer contributions	94,012	-	-	94,012
Interest earnings	-	27,414	8,219	35,633
Total revenues	94,012	696,170	8,219	798,401
EXPENDITURES				
Current:				
General government	89,507	-	-	89,507
Debt service:				
Principal	-	215,000	-	215,000
Interest	-	457,250	-	457,250
Capital outlay	-	-	467,286	467,286
Total expenditures	89,507	672,250	467,286	1,229,043
Excess (deficiency) of revenues over (under) expenditures	4,505	23,920	(459,067)	(430,642)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(25,110)	25,110	-
Total other financing sources (uses)	-	(25,110)	25,110	-
Net change in fund balances	4,505	(1,190)	(433,957)	(430,642)
Fund balances - beginning	7,092	902,026	441,401	1,350,519
Fund balances - ending	$ 11,597	$ 900,836	$ 7,444	$ 919,877

See notes to the financial statements

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds	$ (430,642)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	467,286
Repayment of long-term liabilities are reported as expenditures in the governmental fund statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	215,000
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	2,872
Change in net position of governmental activities	$ 254,516

See notes to the financial statements

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Preston Cove Community Development District (the "District") was established by the Board of Commissioners of Osceola County's approval of Ordinance No. 2021-54 effective on August 19, 2021 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2023, three out of five of the Board members are affiliated with Elevation Development, LLC ("Developer").

The Board has the responsibility for:
1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements
The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
c) Interest bearing time deposits or savings accounts in qualified public depositories;
d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items
Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets
Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue
Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations
In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position
In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
b) Public hearings are conducted to obtain comments.
c) Prior to October 1, the budget is legally adopted by the District Board.
d) All budget changes must be approved by the District Board.
e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

	Amortized Cost	Credit Risk	Maturities
First American Government Obligation Fd Cl D	$ 789,939	S&P AAAm	Weighted average of the fund portfolio: 24 days
	$ 789,939		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2023 were as follows:

Fund	Transfer in	Transfer out
Debt service	$ -	$ 25,110
Capital projects	25,110	-
Total	$ 25,110	$ 25,110

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Infrastructure under construction	$ 9,771,780	$ 467,286	$ -	$ 10,239,066
Total capital assets, not being depreciated	9,771,780	467,286	-	10,239,066
Governmental activities capital assets, net	$ 9,771,780	$ 467,286	$ -	$ 10,239,066

The infrastructure intended to serve the District has been estimated at a total cost of approximately $22,920,075. The infrastructure will include roadways, potable water and wastewater systems, stormwater management systems, landscape, irrigation and recreational facilities. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. In addition, upon completion, certain improvements are to be conveyed to other governmental entities for ownership and maintenance responsibilities.

NOTE 7 - LONG-TERM LIABILITIES

On February 28, ,2022, the District issued $11,610,000 of Special Assessment Revenue Bonds, Series 2022, consisting of $1,145,000 Term Bonds due on May 1, 2027, $1,350,000 Term Bonds due on May 1, 2032, $3,645,000 Term Bonds due on May 1, 2042, and $5,470,000 Term Bonds due on May 1, 2052 with fixed interest rates ranging from 3.25% to 4.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2022 Bonds are subject to optional redemption. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Series 2022	$ 11,610,000	$ -	$ 215,000	$ 11,395,000	$ 220,000
Less: original issue discount	1,202	-	40	1,162	-
Total	$ 11,608,798	$ -	$ 214,960	$ 11,393,838	$ 220,000

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	$ 220,000	$ 450,263	$ 670,263
2025	230,000	443,113	673,113
2026	235,000	435,638	670,638
2027	245,000	428,000	673,000
2028	250,000	420,037	670,037
2029-2033	1,400,000	1,957,987	3,357,987
2034-2038	1,710,000	1,665,787	3,375,787
2039-2043	2,085,000	1,294,987	3,379,987
2044-2048	2,555,000	833,250	3,388,250
2049-2052	2,465,000	259,463	2,724,463
	$ 11,395,000	$ 8,188,525	$ 19,583,525

NOTE 8 - DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were $94,012 as of September 30, 2023, which includes a receivable of $8,527 as of September 30, 2023. The majority of the current fiscal year assessments were collected from Developer.

NOTE 9 - CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since the inception of the District.

NOTE 12 – CONTINGENCIES AND CLAIMS

Jon Hall Litigation

On February 22, 2022, a claim of lien was recorded by Jon M. Hall Company ("JHC") regarding labor, services and materials furnished to the Developer on property located within the boundary of the District. JHC filed a complaint against the Developer alleging that the District failed to tender payment in full to JHC. A special warranty deed from elevation to the District was recorded on March 29, 2023, which conveyed certain land subject to JHC's claim of lien to the District. JHC filed a second amended complaint and demand for jury trial on April 12, 2023 to include a claim against the District for unjust enrichment wherein alleged that the District received a benefit from JHC's work when the District took title to the underlying land. On May 4, 2023, the District filed an answer, affirmative defenses and crossclaim against the Developer for indemnification. The case currently is in the discovery stage. Mediation is scheduled for October 1, 2024. The case has been placed on the three-week jury trial docket beginning on January 20, 2025, with a pretrial conference set for December 2, 2024. The discovery cut-off date is December 1, 2024.

SFWMD Enforcement Notice

A Notice of Violation was sent to the District by the South Florida Water Management District ("SFWMD") alleging unauthorized works, dewatering and water quality violation from SFWMD. The District contacted the Developer, who is performing the work on site and was provided an update on their corrective measures. The District is working to reduce and/or dispute fines imposed by SFWMD on the District and will seek to recover the funds from the Developer.

Unpaid Balances by Developer

A lien was placed on a portion of the District's property by Fortiline who reports that there are unpaid invoices for one or more purchase orders related to infrastructure improvements on waterworks. In addition, the District has also been contacted by several contractors engaged by the Developer regarding unpaid balances for the Preston Cove project. A formal demand letter regarding unpaid balances as well as the SFWMD claim was sent to the Developer and their counsel on May 16, 2024, and this letter placed the Developer on notice under the bond documents. The Developer has responded and stated that all outstanding invoices will be paid within the 60-day period allowable for a cure under certain agreements with the District.

NOTE 13 – SUBSEQUENT EVENTS

Payments by the Developer and a home builder to the Osceola County Tax Collector were not transferred to the District on a timely basis. To meet the May 1, 2024 debt service payment, the District used funds from the debt service reserve account and subsequently replenished the funds on May 7, 2024.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contributions	$ 128,450	$ 94,012	$ (34,438)
Total revenues	128,450	94,012	(34,438)
EXPENDITURES			
Current:			
General government	128,450	89,507	38,943
Total expenditures	128,450	89,507	38,943
Excess (deficiency) of revenues over (under) expenditures	$ -	4,505	$ 4,505
Fund balance - beginning		7,092	
Fund balance - ending		$ 11,597	

See notes to required supplementary information

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
OSCEOLA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED

Element	Comments
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	5
Employee compensation	$ -
Independent contractor compensation	$ 101,453.68
Construction projects to begin on or after October 1; ($65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - $974.96 - $1,299.94
Special assessments collected	$668,756
Outstanding Bonds:	see Note 7 for details.

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Preston Cove Community Development District
Osceola County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Preston Cove Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 3, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 3, 2024

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Fax (561) 994-5823
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Preston Cove Community Development District
Osceola County, Florida

We have examined Preston Cove Community Development District, Osceola County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Preston Cove Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 3, 2024

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Preston Cove Community Development District
Osceola County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Preston Cove Community Development District, Osceola County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 3, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in G*overnment Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 3, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

I. Current year findings and recommendations.
II. Status of prior year findings and recommendations.
III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Preston Cove Community Development District, Osceola County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Preston Cove Community Development District, Osceola County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 3, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

SECTION 11

SECTION A

SECTION I

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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DANIEL H. COULTOFF
SARAH M. DINON
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DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

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ORLANDO, FLORIDA 32801
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TELEPHONE: (407) 481-5800
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CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5842
EMAIL JLAZAROVICH@LATHAMLUNA.COM

June 10, 2024

U.S. Certified Mail Return Receipt Requested & E-Mail
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Attention: Natalie Cole and Ryan Higgins
Email: ncole@sfwmd.gov
Email: rhiggins@sfwmd.gov

Re: Response to Updated Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation – Enforcement Case No. 23328 – ERP No. 49-102591-P (Sunbridge Creek Dewatering)
Preston Cove Community Development District

Dear Ms. Cole and Mr. Higgins,

Please be advised that we represent the Preston Cove Community Development District (the "District"). The District is in receipt of the South Florida Water Management District's ("SFWMD") "Updated Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation," dated May 30, 2024, and received by the District on June 4, 2024, regarding alleged water quality violations, unauthorized dewatering, unauthorized construction and ERP violations (the "Notice"). A copy of the Notice is enclosed.

As previously noted in our correspondence dated February 7, 2024, the District is a community development district created under Chapter 190 of the *Florida Statutes*. It is our understanding, the subject violation occurred in Tract FD, according to the Preston Cove Phase 1 & 2 plat, as recorded in Plat Book 33, Page 80, Public Records of Osceola County, Florida ("the Property"). As of the date of this letter, the Property is still owned by Elevation Preston Cove LLC (the "Developer") and the District is the intended future owner and operating entity for the Property on which the stormwater system is to be constructed.

Pursuant to the Notice, the District is responding to SFWMD's proposed settlement offer. The District formally requests a reduction of the civil penalties imposed on the Property. As explained in previous discussions with SFWMD, the Developer is the responsible entity for the construction of the Property (and any violations thereof), and the District shall only accept the Property upon completion, and would be the future owner and operating entity under the permit.

The District fully intends to cooperate with SFWMD's investigation into this violation and is hopeful the parties can reach an amicable resolution to the alleged violations.

Please contact us or the District Engineer, Shawn Hindle at Hanson Walter & Associates, if you have questions or need further information.

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any of the District's rights or remedies under applicable law with respect to the Notice. To the contrary, all rights and remedies are expressly reserved and preserved by the District.

Sincerely,

/s/ Jay E. Lazarovich

Jay E. Lazarovich, Esq.

Enclosure
cc: Shawn Hindle, Hanson Walter & Associates – District Engineer
George Flint, Governmental Management Services- Central Florida, LLC – District Manager
Jeremy LeBrun, Governmental Management Services- Central Florida, LLC – District Manager

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 30, 2024

RECEIVED
JUN 04 2024
By

Delivered via email

Owais Khanani
Elevation Preston Cove, LLC
189 S Orange Avenue, Ste 1550-S
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9387 6733

Owais Khanani
Jones at Nona LLC
189 S Orange Avenue, Suite 1550
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9387 6696
See Distribution List for Additional Recipients

Subject: Sunbridge Creek Dewatering
Updated Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation and In Aid of Settlement
Enforcement Case No. 23328
Environmental Resource Permit (ERP) No. 49-102591-P
Osceola County

Dear Messrs. Khanani, Sawyer & Foradi:

As discussed with South Florida Water Management District (District) staff and Brian LeClair with Mack Contracting on November 15, 2023, and as indicated in the previous Notice of Violation (NOV) dated January 26, 2024 (enclosed), inspections conducted on November 15, 2023 and December 13, 2023 indicated that unauthorized dewatering and construction has occurred at the properties noted in the enclosed location map. Violations of State water quality standards have occurred as a result of unauthorized activities associated with the above-referenced project. This correspondence has been updated to remove D.R. Horton from the NOV.

Specifically, Rules 62-302.500 and 62-302.503, Florida Administrative Code (FAC), establish acceptable State water quality standards. The activities that are causing or have caused water quality degradation include the following:

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;

2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized dewatering which has resulted in the referenced water quality violation;

3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District and Starlight Homes Florida LLC, have conducted unauthorized construction on their respective properties; and

4. ERP Violation: Jones at Nona LLC, as permittee of ERP No. 49-102591-P, has violated General Condition No. 12b of the ERP by failing to notify the District in writing within 30 days of the conveyance, division of ownership ,or control of the property subject to the above referenced ERP.

As a result of this violation, the District will seek civil penalties, recovery of staff investigative costs and may require restoration of the affected area. The specific terms for resolution of this violation will be forwarded to you after your response to this Notice. The District is authorized under Section 373.129, FS, to seek civil penalties and to recover costs such as staff investigative time and attorneys fees. Based on the information available as of the date of this correspondence, District staff offers the following terms of settlement:

1. Pay $5,500.00 in civil penalties and $2,500.00 in staff investigative costs, for a total of $8,000.00.

Upon agreement with these settlement terms, the District will draft a Consent Order (Order) which will be forwarded to you for your signature. Once we receive your signature, the Order will be presented to the Division Director of Regulation for finalization. Once the Order is approved and executed, you will be responsible for executing the obligations detailed in the Order, including the completion of corrective actions and payment of civil penalties and costs within the time frames indicated.

Your acceptance of the above settlement terms will provide the District with assurances that you are acting in good faith and with the full intent of resolving the violation described above, in order to avoid further action by the District in seeking corrective actions and the judicial imposition of civil penalties, investigative and court costs and additional attorney's fees. The District is authorized under Section 373.129, Florida Statutes, to seek civil penalties, and to recover investigative and court costs, as well as attorneys fees. In the event that settlement is not reached under the terms provided herein, civil penalties, costs, and attorneys fees, in addition to those previously indicated in this letter, may be assessed.

If you do not respond to the District, at the address given above, within seven (7) days of receipt of this Notice, it will be assumed that there is no interest in settling this matter according to the terms described herein.

If you have any questions or require additional assistance, please contact Ryan Higgins at (407) 858-6100 x3573 or via email at rhiggins@sfwmd.gov.

Sincerely,

Natalie Cole

Natalie Cole
Administrator, Environmental Resource Bureau

eEnclosures: Location Map (49-02772-W_SiteMap_20231213.PDF)
Notice of Violation (23328__NOV_WQ_20240126.pdf)
Photo Exhibit (WU_PhotoExhibit__49-02772-W_20231214.pdf)
Photo Exhibit (WU - Photo Exhibit_49-02772-W_20231116.pdf)
Filing a Permit Transfer (Filing a Permit Transfer)
Form 62-330.340(1) Request Transfer Permit (Form 62-330.340(1))

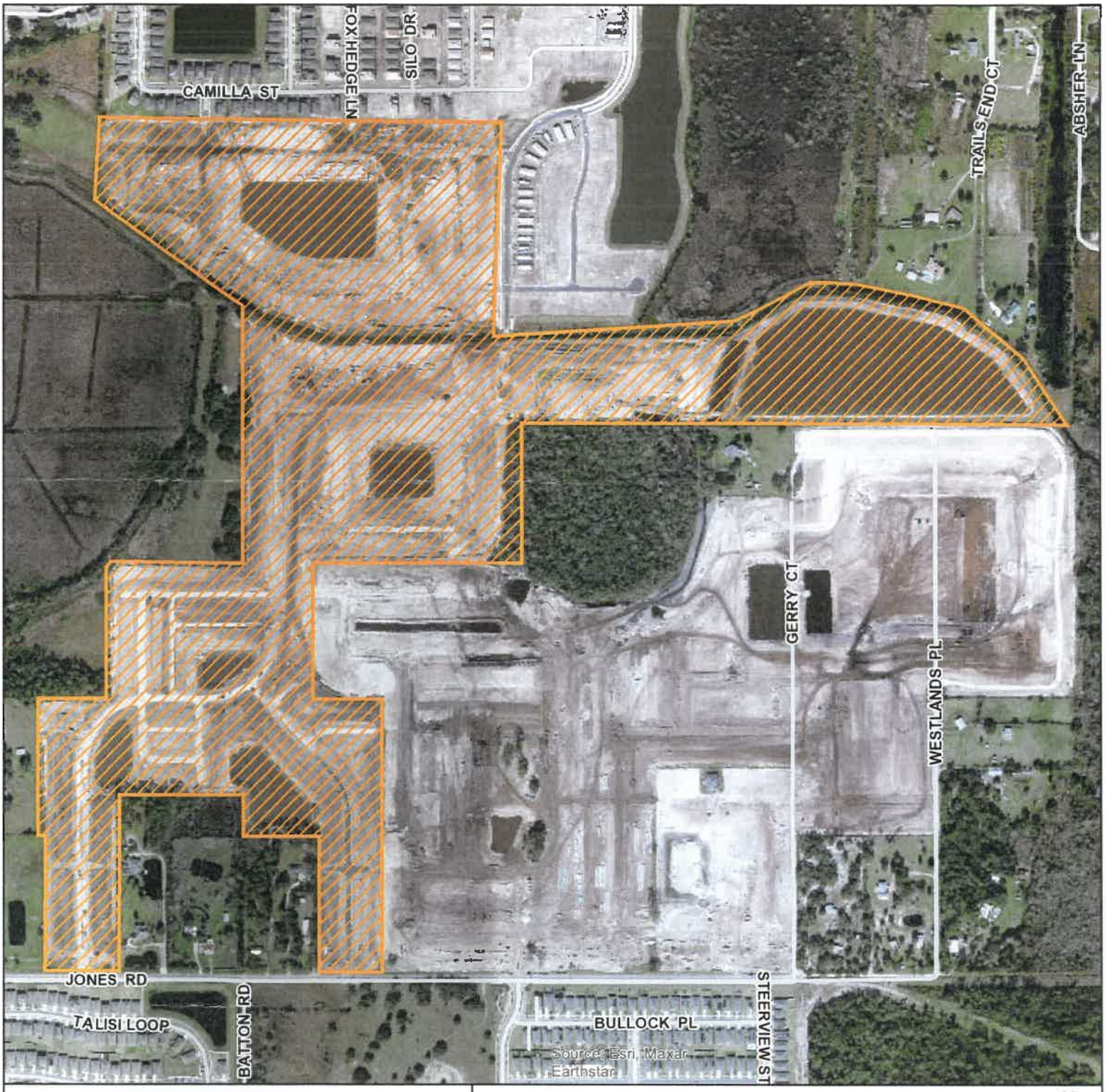
c: Craig Zetwo, Hanson Walter & Associates (E-Mail, Certified Mail - 7013 3020 0000 9387 6719)
David V Auld, D R Horton Inc (Certified Mail - 7013 3020 0000 9387 6726)

This document is filed in the eEnforcement system under Enforcement Case Number 23328

Distribution List

Zack Sawyer
Starlight Homes Florida, LLC
1064 Greenwood Boulevard, Suite 124
Lake Mary , FL 32746
CERTIFIED MAIL NO. 7013 3020 0000 9387 6757

Shaman Foradi ***Delivered via email***
Preston Cove CDD
219 E. Livingston Street
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9387 6740



OSCEOLA COUNTY, FLORIDA

N

Application

Application No: 191127-3

Permit No: 49-02772-W

Project Name: SUNBRIDGE CREEK

Map Date: 2023-12-13

0 0.15 0.3 Miles

Exhibit No: 1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 26, 2024

Owais Khanani
Elevation Preston Cove, LLC
189 S Orange Ave Ste 1550-S
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4622

Delivered via email

David V Auld
D R Horton Inc
1341 Horton Circle
Arlington, TX 76011
CERTIFIED MAIL NO. 7013 3020 0000 9388 4615
See Distribution List for Additional Recipients

Subject: Sunbridge Creek Dewatering
Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation
Enforcement Case No. 23328
Environmental Resource Permit (ERP) No. 49-102591-P
Osceola County

Dear Messrs. Khanani, Auld, Sawyer and Foradi:

As discussed with South Florida Water Management District (District) staff and Brian LeClair with Mack Contracting on November 15, 2023, this correspondence is to provide notification that inspections conducted on November 15, 2023 and December 13, 2023 indicate that unauthorized dewatering and construction has occurred at the properties noted in the enclosed location map. Violations of State water quality standards have occurred as a result of unauthorized activities associated with the above-referenced project.

Rules 62-302.500 and 62-302.503, Florida Administrative Code (FAC), establish acceptable State water quality standards. Additionally, Section 373.430(1)(b), 373.413, and 373.416 Florida Statutes (FS) require that an Environmental Resource Permit (ERP) be obtained from the District prior to constructing or operating stormwater management systems, ditches, culverts, structures, filling, excavation, or other construction that connects to, draws water into, or is placed in or across waters in the State, under the definition of works in Section 373.403(5), FS. Section 373.219, FS requires that a Consumptive Use Permit (CUP) be obtain from the District prior to conducting dewatering activities which discharges water offsite. The following activities are causing or have caused water quality degradation and require a ERP and CUP:

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;

2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized

dewatering which resulted in the above referenced water quality violation;

3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District, Starlight Homes Florida LLC, and DR Horton Inc. have conducted unauthorized construction on their respective properties; and

4. ERP Violation: Jones at Nona LLC, as permittee of ERP No. 49-102591-P, has violated General Condition No. 12b of the ERP by failing to notify the District in writing within 30 days of the conveyance, division of ownership, or control of the property subject to the above referenced ERP.

As a result of this violation, the District will seek civil penalties, recovery of staff investigative costs and may require restoration of the affected area. The specific terms for resolution of this violation will be forwarded to you after your response to this Notice. The District is authorized under Section 373.129, FS, to seek civil penalties and to recover costs such as staff investigative time and attorneys fees.

Please respond, in writing, within ten (10) days of receipt of this letter with your intentions regarding this matter.

If you have any questions or require additional assistance, please contact Ryan Higgins at (407) 858-6100 x3573 or via email at rhiggins@sfwmd.gov.

Sincerely,

Natalie Cole

Natalie Cole
Administrator, Environmental Resource Bureau

eEnclosures: Location Map (49-02772-W_SiteMap_20231213.PDF)
Photo Exhibit (WU - Photo Exhibit_49-02772-W_20231116.pdf)
Photo Exhibit (WU_PhotoExhibit__49-02772-W_20231214.pdf)
Filing a Permit Transfer (Filing a Permit Transfer)
Form 62-330.340(1) Request Transfer Permit (Form 62-330.340(1))

c: Craig Zetwo, Hanson Walter & Associates (E-Mail)
Tricia Adams, Preston Cove Community Development District (E-Mail)

This document is filed in the eEnforcement system under Enforcement Case Number 23328

Distribution List

Owais Khanani
Jones at Nona LLC
189 S Orange Avenue Suite 1550
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4639

Zack Sawyer
Starlight Homes Florida, LLC
1064 Greenwood Blvd Suite 124
Lake Mary , FL 32746
CERTIFIED MAIL NO. 7013 3020 0000 9388 4608

Shaman Foradi ***Delivered via email***
Preston Cove Community Development District
219 E Livingston Street
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4592

South Florida Water Management District

Water Use Bureau
Supporting Photo Exhibit

Prepared by: Ryan Higgins
Date of this Exhibit: Dec 14, 2023
Project Name: Sunbridge Creek
Permit Number: 49-02772-W
Application Number: 191127-3
Cost Code Number: 23328
County: Osceola
Service Center: ORL
Photo taken on: Dec 13, 2023
Photographer: R. Higgins
Purpose: Enforcement
Direction of View: ○ North ○ Northeast ○ East ○ Southeast ◉ South ○ Southwest ○ West ○ Northwest

Notes & Comments:
Pump in use to dewater a wet pond. Discharge is into a control structure that discharges into an adjacent canal that discharges into Center Lake

South Florida Water Management District

Water Use Bureau
Supporting Photo Exhibit

Prepared by: R. Higgins Date of this Exhibit: 11/16/2023

Project Name: Sunbridge Creek

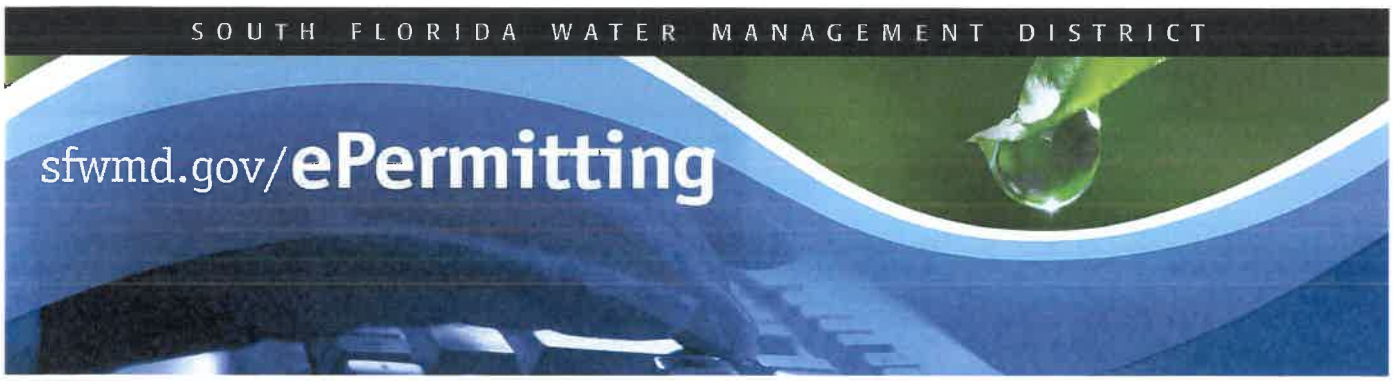
Permit Number: 49-02772-W Application Number: 191127-3 Cost Code Number:

County: Osceola Service Center: ORL Photo taken on: Nov 14, 2023

Photographer: R. Higgins Purpose: Post Permit Compliance

Direction of View: ○ North ○ Northeast ○ East ◉ Southeast ○ South ○ Southwest ○ West ○ Northwest

Notes & Comments:
Pump dewatering the tubid wet pond. Water is being discharged into the turbid impoundment which discharges into the off-site ditch flowing to Lake Center. Turbidity level at the time of reading was 116 NTU's



New Ownership Transfers

This function allows registered users to apply to transfer a permit when a change in ownership of a permitted project or property has occurred.

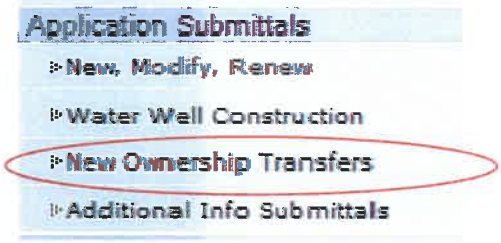
To begin the transfer application process, type www.sfwmd.gov/ePermitting in the address bar, which will bring you directly to the **ePermitting Home** page.

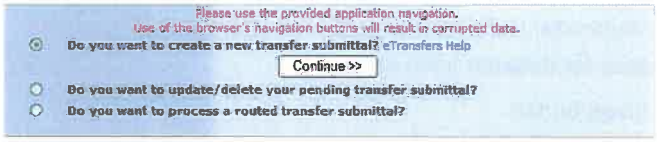
If you do not have an ePermitting account, you must first register as a user. In order to start a new user account, click on the **Create Account** icon (refer to *Getting Started with ePermitting* for detailed instructions). Registered users can simply click on the **Login** icon.

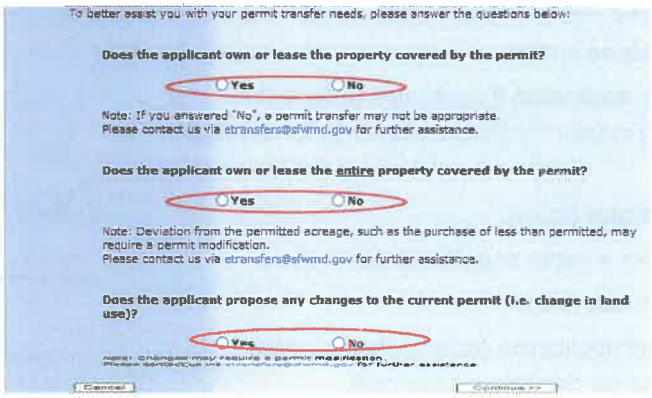
For additional information or if you have any questions, please contact us at epermits@sfwmd.gov.

Submitting a Transfer Application

1. Click the **New Ownership Transfer** link.
2. Click the circle next to **Do you want to create a new transfer submittal.**
3. Click the appropriate answer to all three questions.
4. Click the **Continue** button.





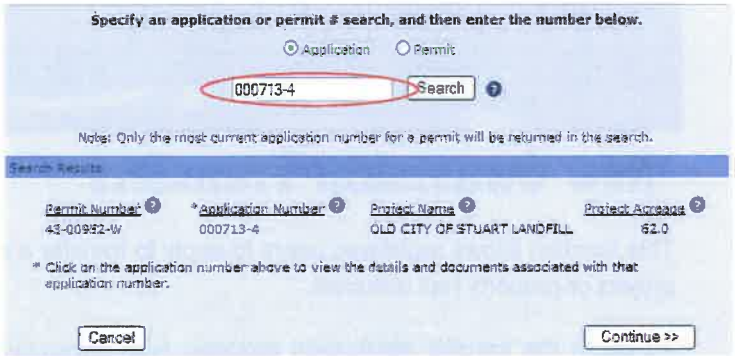


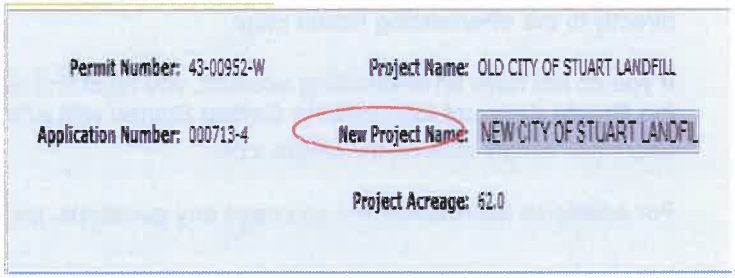
Notes:

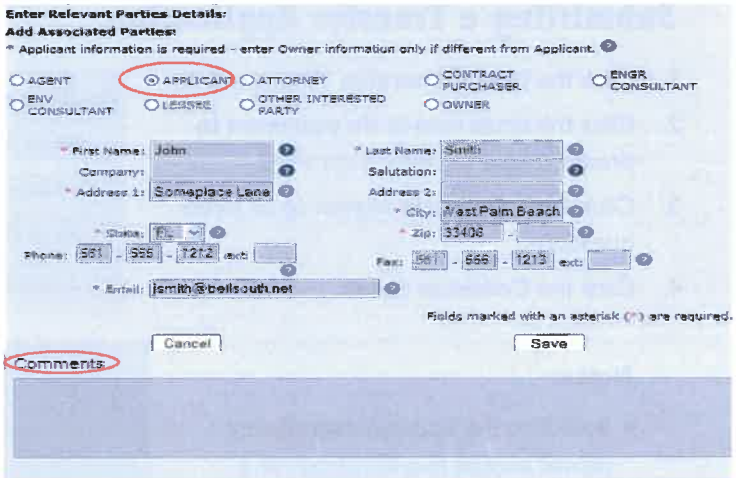
- Selecting the *update/delete* option allows access to a list of pending transfer submittals.
- Selecting the *routing a transfer submittal* option allows you to either edit a submittal, or move directly to the pay and submit function.

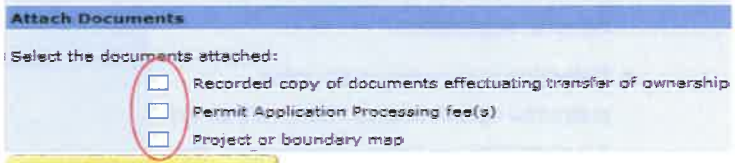
Submitting a Transfer Application

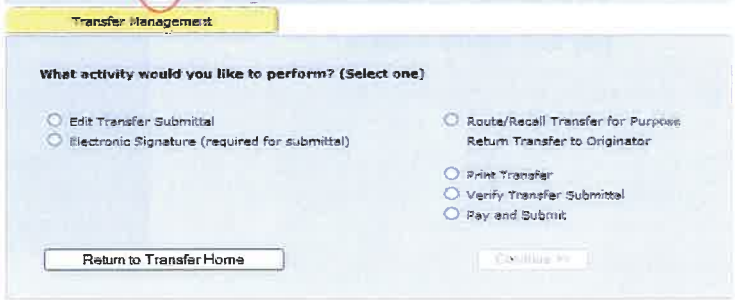
5. Click on the button next to the type of transfer desired, **Application** or **Permit.**
6. Enter the application of permit **number.**
7. Click the **Search** button.
8. Click the **Continue** button.
9. Enter a **New Project Name** if applicable.
10. Click the **Add Parties** button.
11. Enter Applicant/Owner information (fields denoted with an * asterisk next to them are required).
12. Click the **Save** button.
13. Repeat steps 10 through 12 until all relevant parties are entered.
14. Add **Comments** if applicable.
15. Click in the box next to the document(s) being attached.
16. Click the **Attach Files** button and attach applicable documents (refer to the *Attaching Files* process for detailed instructions).
17. Click the **Continue** button.
18. Provide electronic signature (refer to the *Electronic Signature* process for detailed instructions).
19. Click the **Continue** button.
20. Verify transfer submittal (refer to the *Verify Transfer Submittal* process for detailed instructions).
21. Click the **Continue** button.
22. Edit transfer submittal if changes need to be made.
23. Click the **Continue** button.
24. Route transfer application if applicable (refer to the *Route/Recall Transfer for Purpose* process for detailed instructions).
25. Click the **Continue** button.
26. Print transfer for a paper copy of the application.
27. Click the **Continue** button.
28. Pay and submit application (refer to the *Pay and Submit* process for detailed instructions).
29. Click the **Continue** button.





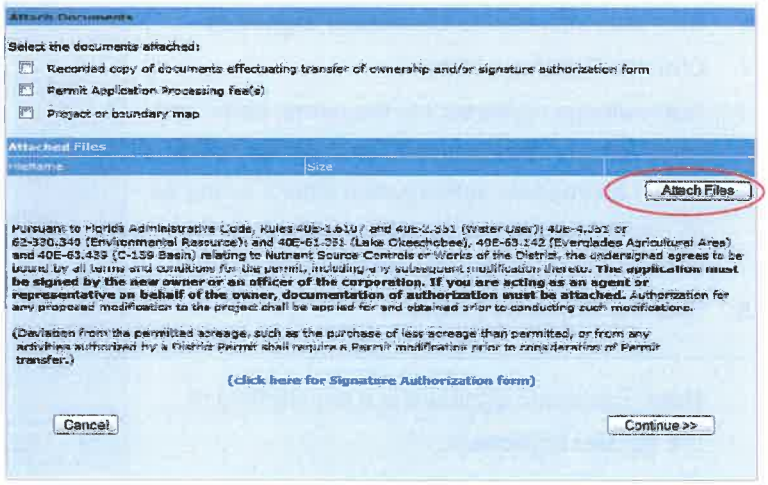


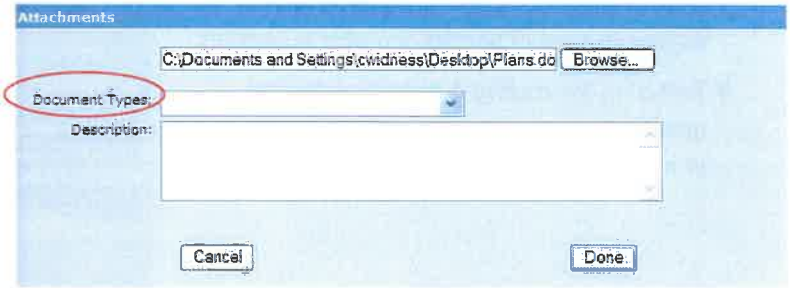




Attaching Documents

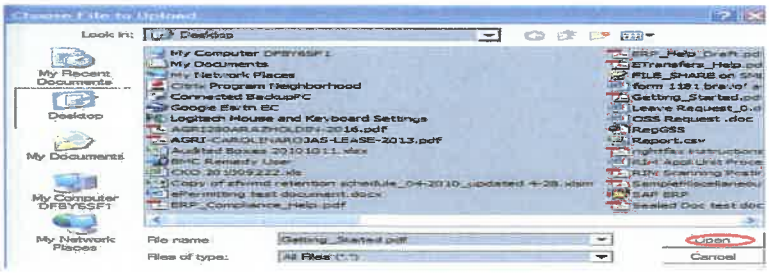
1. Click the **Attach Files** button.
2. Click the **Browse** button.
3. Select the applicable file.
4. Click the **Open** button.
5. Select the applicable **document type** from the drop down menu.
6. Enter description if applicable.
7. Click the **Done** button.
8. Repeat process for each file being attached.
9. Click the **Continue** button once all files have been attached.





Note: Attached files are archived and made available online for the public to review. Therefore, the following is recommended:

- File type - .pdf
- Maximum file size - 50 MB (megabytes)
- File name - Do not include a period (.) or dash (-) within the file name
- Combine multiple maps into one file

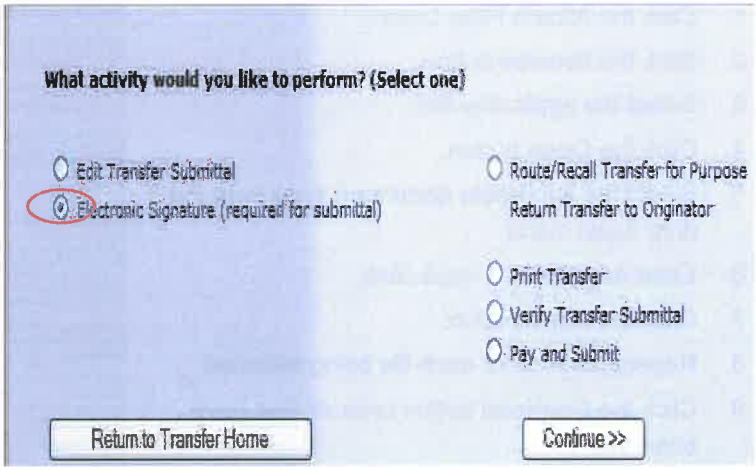


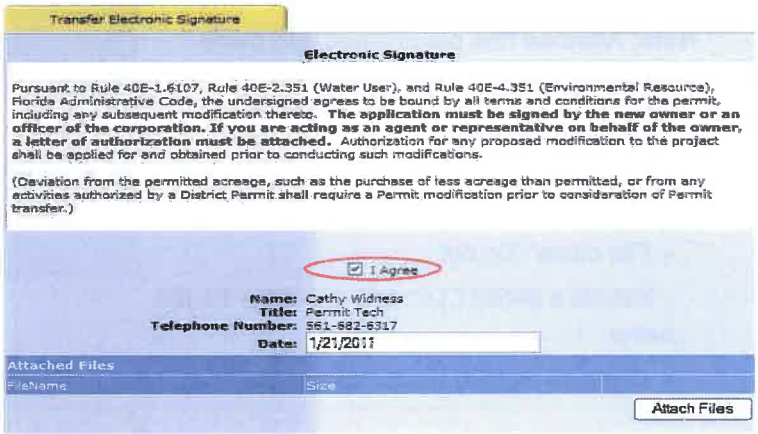
Electronic Signature

1. Click the circle next to **Electronic Signature**.
2. Click the **Continue** button.
3. Acknowledge agreement to the permit terms and conditions by clicking in the box next to **I agree**.
4. Attach appropriate authorization letter if acting as an agent on behalf of the owner (refer to the *attaching files* process for detailed instructions).
5. Click the **Continue** button.

Note: Electronic signature is a requirement of the transfer application.

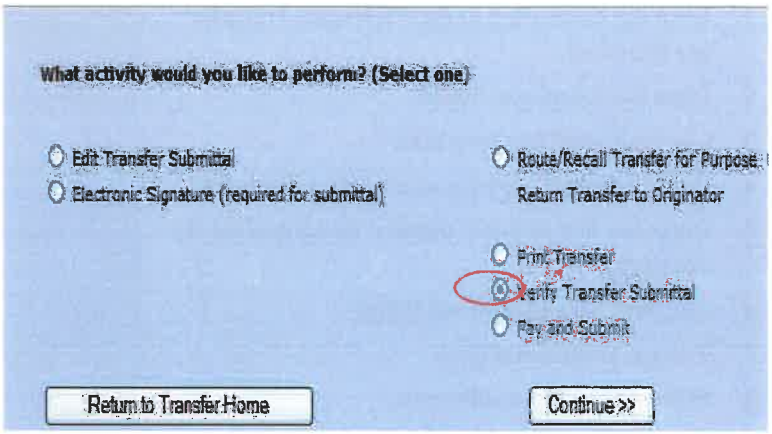
- Selecting the *update/delete* option allows access to a list of pending transfer submittals.
- Selecting the *routing a transfer submittal* option allows you to either edit a submittal, or move directly to the pay and submit function.

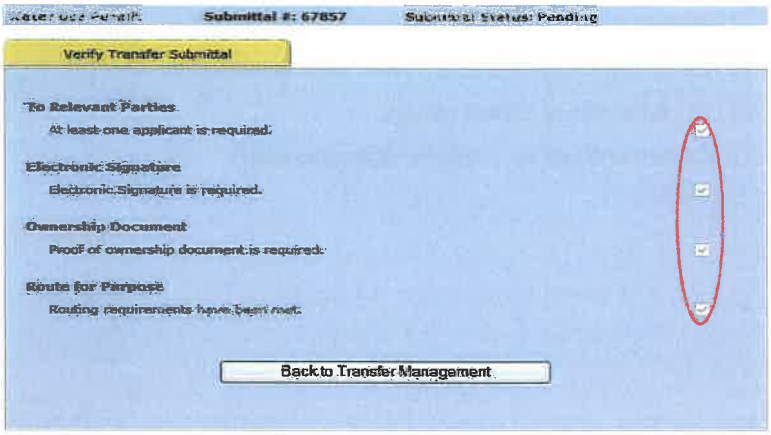




Verify Transfer Submittal

1. Click the circle next to **Verify Transfer Submittal**.
2. Click the **Continue** button.
3. Verify that there is a check mark next to each required item.
4. Click the **Back to Transfer Management** button.



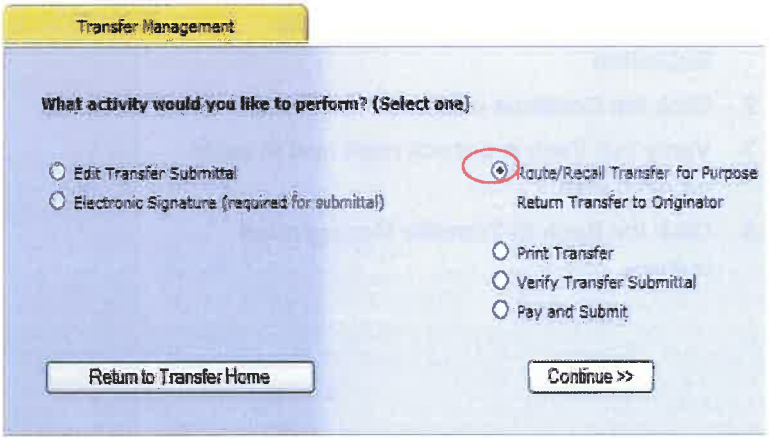


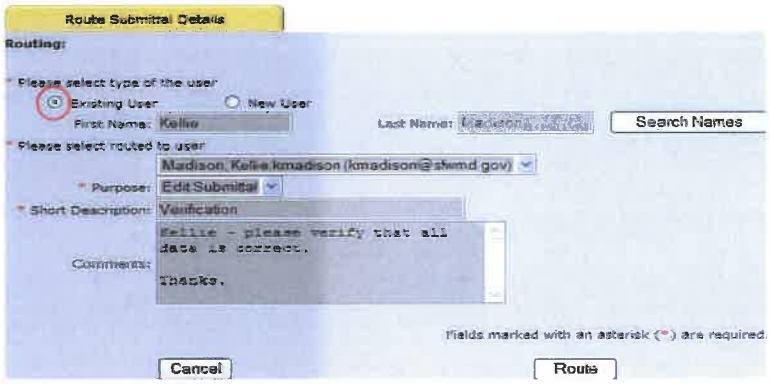
Route/Recall Transfer for Purpose

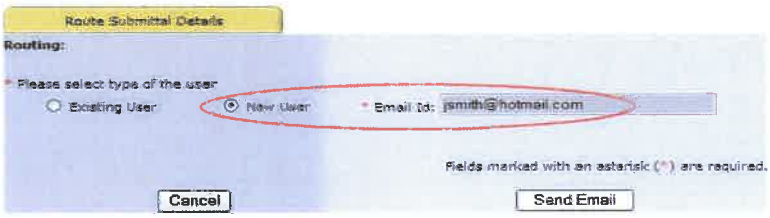
1. Click the circle next to **Route/Recall Transfer for Purpose**.
2. Click the **Continue** button.
3. Click the **Add Routing** button.
4. Click the circle next the applicable **user type.**
5. Enter the first and last name if *Existing User* is selected.
6. Click the **Search Names** button.
7. Enter a short description.
8. Enter applicable comments.
9. Click the **Route** button.

   <u>or</u>

10. Enter the email address if *New User* is selected.
11. Click the **Send Email** button.
12. Click the **Back to Transfer Management** button.



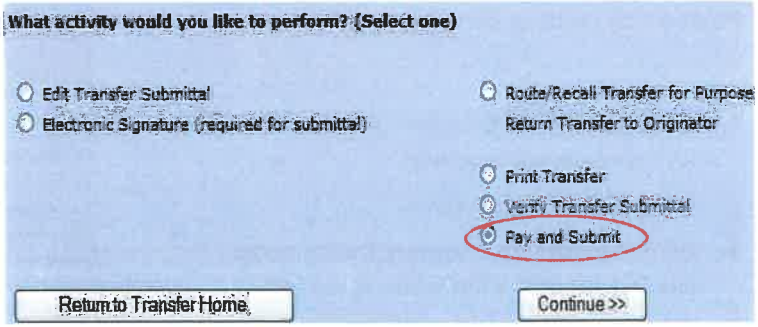


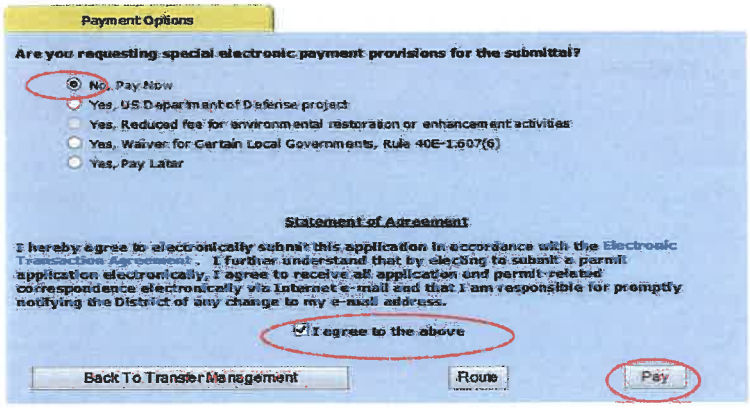


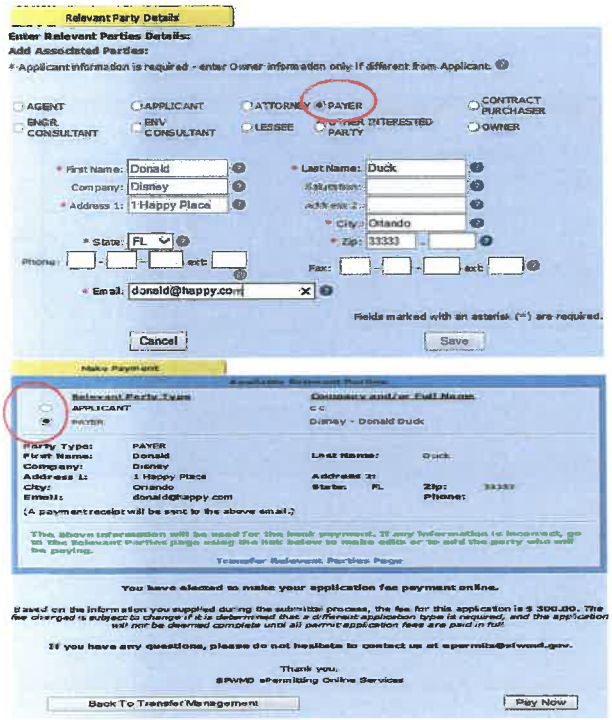
Pay and Submit

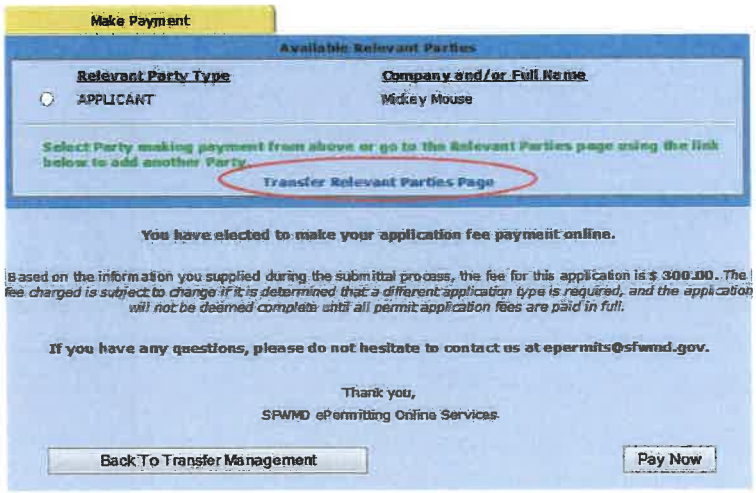
1. Click the circle next to **Pay and Submit.**
2. Click the **Continue** button.
3. Click the circle next to the **selected payment option**.
4. Click in the box next to **I agree to the above** and Click **Pay.**
5. Select the party making the payment for the application. If someone other than the relevant parties is making the payment, choose the **Transfer Relevant Parties Page link** and add a new relevant party (payer). You will then need to continue to the last page and re-submit the application (Pay and Submit).
6. Click the **Pay Now** button.
7. Click the circle next to the applicable **payment method.**
8. Click the **Pay Now** button.

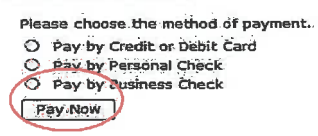
Note: If payment is being made at another time (Yes, Pay Later option), click the **Continue** button to complete the submittal.







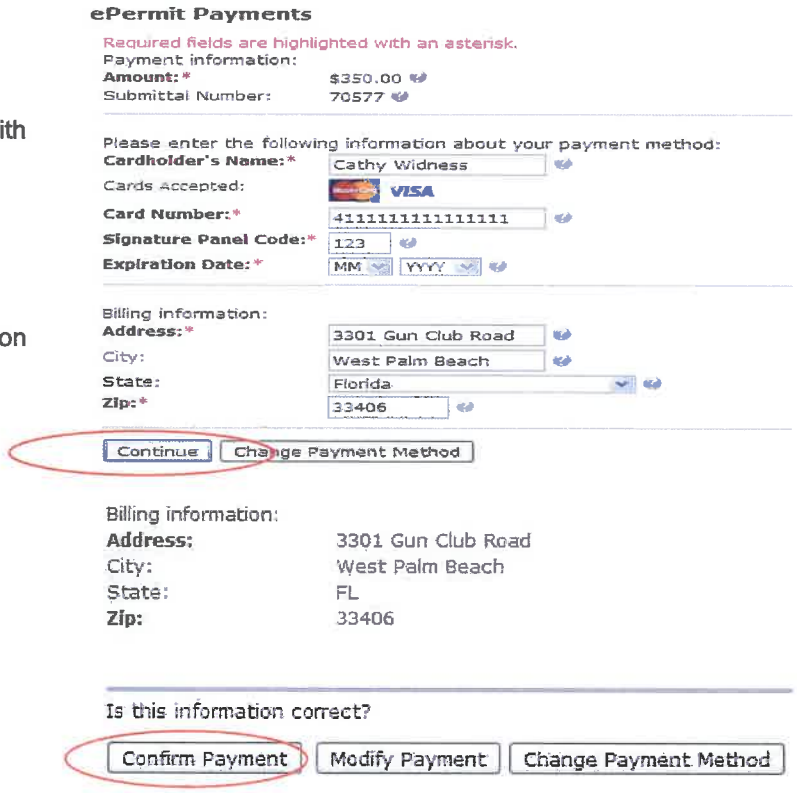


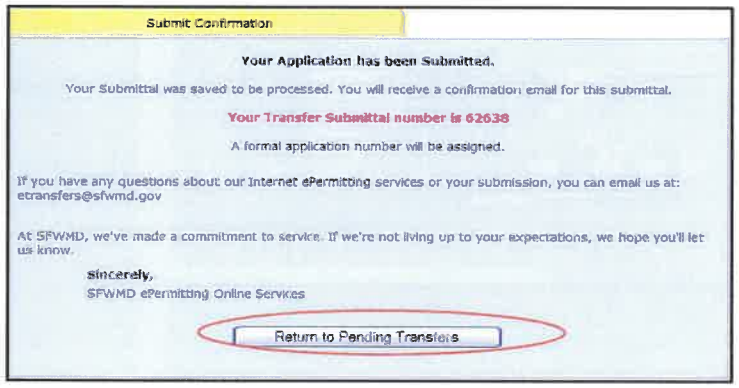


Pay and Submit (continued)

Payment by credit or debit card -

1. Enter payment information (fields denoted with an * asterisk are required).
2. Click the **Continue** button.
3. Click the **Confirm Payment** button once credit/debit card information is verified.
4. Click the **Return to Pending Transfers** button or the **Logout** link once confirmation is received.

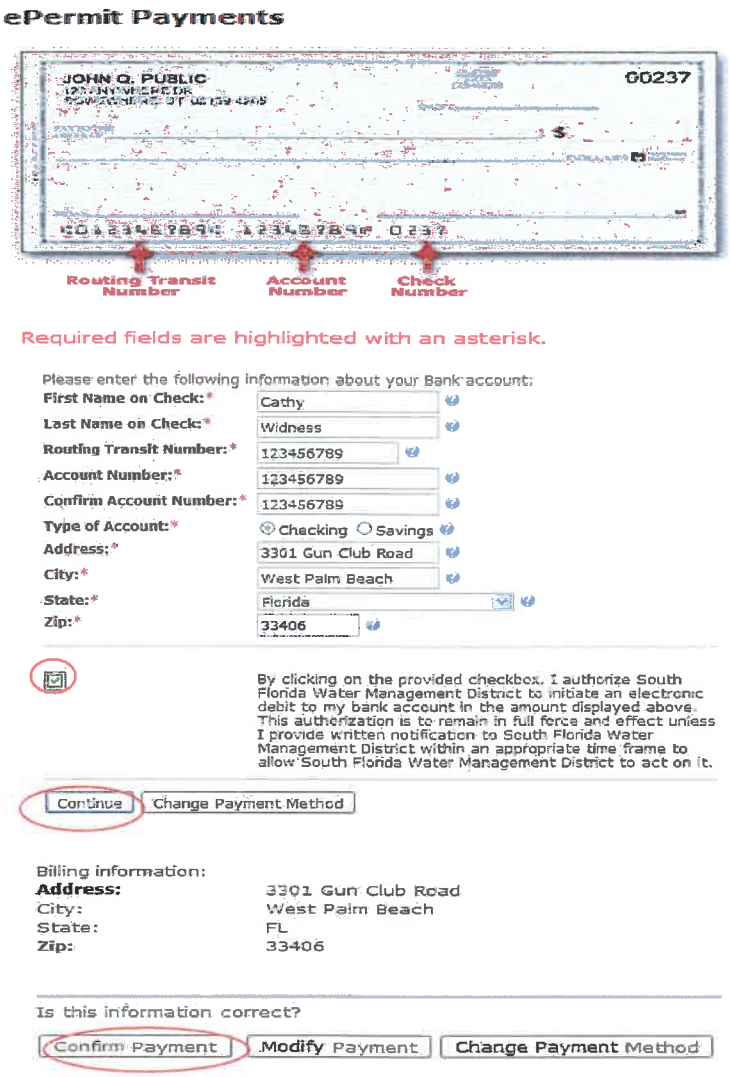


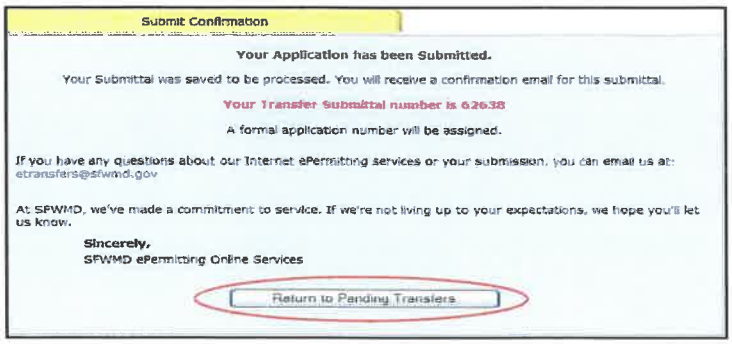


Pay and Submit (continued)

Payment by personal or business check -

1. Enter payment information (fields denoted with an * asterisk are required).
2. Click the box next to the *authorization to debit bank account statement*.
3. Click the **Continue** button.
4. Click the **Confirm Payment** button once information is verified.
5. Click the **Return to Pending Transfers** button or the **Logout** link once confirmation is received.





Request to Transfer
Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): Application No(s).: Acres to be Transferred:

Permitted Project: Proposed Project Name (if different):

Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee:

Mailing Address:

City: State: Zip:

Telephone: E-mail:

Signature of Proposed Permittee Date:

Name and Title

Enclosures:

☐ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records☐ Copy of current plat(s) (if any), as recorded in the Public Records

☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)

☐ Other

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

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BENJAMIN R. TAYLOR
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5842
EMAIL JLAZAROVICH@LATHAMLUNA.COM

June 10, 2024

U.S. Certified Mail Return Receipt Requested

Elevation Preston Cove LLC
189 S. Orange Avenue, Suite 1550,
Orlando, Florida 32801
Attention: Owais Khanani
owais@elevationdev.com

Greenspoon Marder LLP
201 E. Pine Street, Suite 500
Orlando, Florida 32801
Attention: Michael Candiotti, Esq.
michael.candiotti@gmlaw.com

Re: ***SFWMD Updated Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation – Enforcement Case No. 23328 – ERP No. 49-102591-P (Sunbridge Creek Dewatering)***
Preston Cove Community Development District

Dear Mr. Khanani and Mr. Candiotti,

Please be advised that we represent the Preston Cove Community Development District (the "District"). The District received the South Florida Water Management District's ("SFWMD") "Updated Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation," dated May 30, 2024, regarding alleged water quality violations, unauthorized dewatering, unauthorized construction and ERP violations (the "Updated Notice"). The Updated Notice amends the "Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation," dated January 26, 2024 (the "Notice"). A copy of the Updated Notice is enclosed.

As previously noted, the Property (as defined in the Updated Notice) is owned by Elevation Preston Cove LLC ("Elevation") and the District is the intended future owner and operating entity for the Property on which the stormwater system is to be constructed. The District is not involved in the construction or permitting of the improvements on the Property, nor does the District have a contractual relationship with Mack Contracting. Following the District Engineer's review of the Property and meeting with the Contractor, the stormwater system is in the beginning of the process of being converted to operation status, following resolution of several maintenance items which the Contractor is in the process of addressing. The conversion cannot happen until any outstanding violations have been resolved.

The District previously sent Elevation a letter dated February 7, 2024 regarding the Notice. The District received a response from Elevation regarding the violations cited by SFWMD and Elevation responded with their remedial measures to address the violations. Pursuant to our February 7, 2024

correspondence, Elevation is responsible for the fines imposed by SFWMD and the District demands Elevation pay $5,000.00 in civil penalties and $2,500.00 in SFWMD staff investigative costs, for a total of $8,000.00, pursuant to the Updated Notice. The District further demands that Elevation cooperate with all other requests of SFWMD to cure the violations and reach a settlement, bring the Property into compliance and keep the Property in compliance.

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any of the District's rights or remedies under applicable law with respect to the Notice against Elevation. To the contrary, all rights and remedies are expressly reserved and preserved by the District.

Please govern yourself accordingly,

/s/ Jay E. Lazarovich

Jay E. Lazarovich, Esq.

Enclosure
cc: Shawn Hindle, Hanson Walter & Associates – District Engineer
George Flint, Governmental Management Services- Central Florida, LLC – District Manager
Jeremy LeBrun, Governmental Management Services- Central Florida, LLC – District Manager

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 30, 2024

RECEIVED
JUN 04 2024
By

Delivered via email

Owais Khanani
Elevation Preston Cove, LLC
189 S Orange Avenue, Ste 1550-S
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9387 6733

Owais Khanani
Jones at Nona LLC
189 S Orange Avenue, Suite 1550
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9387 6696
See Distribution List for Additional Recipients

Subject: Sunbridge Creek Dewatering
Updated Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation and In Aid of Settlement
Enforcement Case No. 23328
Environmental Resource Permit (ERP) No. 49-102591-P
Osceola County

Dear Messrs. Khanani, Sawyer & Foradi:

As discussed with South Florida Water Management District (District) staff and Brian LeClair with Mack Contracting on November 15, 2023, and as indicated in the previous Notice of Violation (NOV) dated January 26, 2024 (enclosed), inspections conducted on November 15, 2023 and December 13, 2023 indicated that unauthorized dewatering and construction has occurred at the properties noted in the enclosed location map. Violations of State water quality standards have occurred as a result of unauthorized activities associated with the above-referenced project. This correspondence has been updated to remove D.R. Horton from the NOV.

Specifically, Rules 62-302.500 and 62-302.503, Florida Administrative Code (FAC), establish acceptable State water quality standards. The activities that are causing or have caused water quality degradation include the following:

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;

2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized dewatering which has resulted in the referenced water quality violation;

3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District and Starlight Homes Florida LLC, have conducted unauthorized construction on their respective properties; and

4. ERP Violation: Jones at Nona LLC, as permittee of ERP No. 49-102591-P, has violated General Condition No. 12b of the ERP by failing to notify the District in writing within 30 days of the conveyance, division of ownership ,or control of the property subject to the above referenced ERP.

As a result of this violation, the District will seek civil penalties, recovery of staff investigative costs and may require restoration of the affected area. The specific terms for resolution of this violation will be forwarded to you after your response to this Notice. The District is authorized under Section 373.129, FS, to seek civil penalties and to recover costs such as staff investigative time and attorneys fees. Based on the information available as of the date of this correspondence, District staff offers the following terms of settlement:

1. Pay $5,500.00 in civil penalties and $2,500.00 in staff investigative costs, for a total of $8,000.00.

Upon agreement with these settlement terms, the District will draft a Consent Order (Order) which will be forwarded to you for your signature. Once we receive your signature, the Order will be presented to the Division Director of Regulation for finalization. Once the Order is approved and executed, you will be responsible for executing the obligations detailed in the Order, including the completion of corrective actions and payment of civil penalties and costs within the time frames indicated.

Your acceptance of the above settlement terms will provide the District with assurances that you are acting in good faith and with the full intent of resolving the violation described above, in order to avoid further action by the District in seeking corrective actions and the judicial imposition of civil penalties, investigative and court costs and additional attorney's fees. The District is authorized under Section 373.129, Florida Statutes, to seek civil penalties, and to recover investigative and court costs, as well as attorneys fees. In the event that settlement is not reached under the terms provided herein, civil penalties, costs, and attorneys fees, in addition to those previously indicated in this letter, may be assessed.

If you do not respond to the District, at the address given above, within seven (7) days of receipt of this Notice, it will be assumed that there is no interest in settling this matter according to the terms described herein.

If you have any questions or require additional assistance, please contact Ryan Higgins at (407) 858-6100 x3573 or via email at rhiggins@sfwmd.gov.

Sincerely,

Natalie Cole

Natalie Cole
Administrator, Environmental Resource Bureau

eEnclosures: Location Map (49-02772-W_SiteMap_20231213.PDF)
Notice of Violation (23328__NOV_WQ_20240126.pdf)
Photo Exhibit (WU_PhotoExhibit__49-02772-W_20231214.pdf)
Photo Exhibit (WU - Photo Exhibit_49-02772-W_20231116.pdf)
Filing a Permit Transfer (Filing a Permit Transfer)
Form 62-330.340(1) Request Transfer Permit (Form 62-330.340(1))

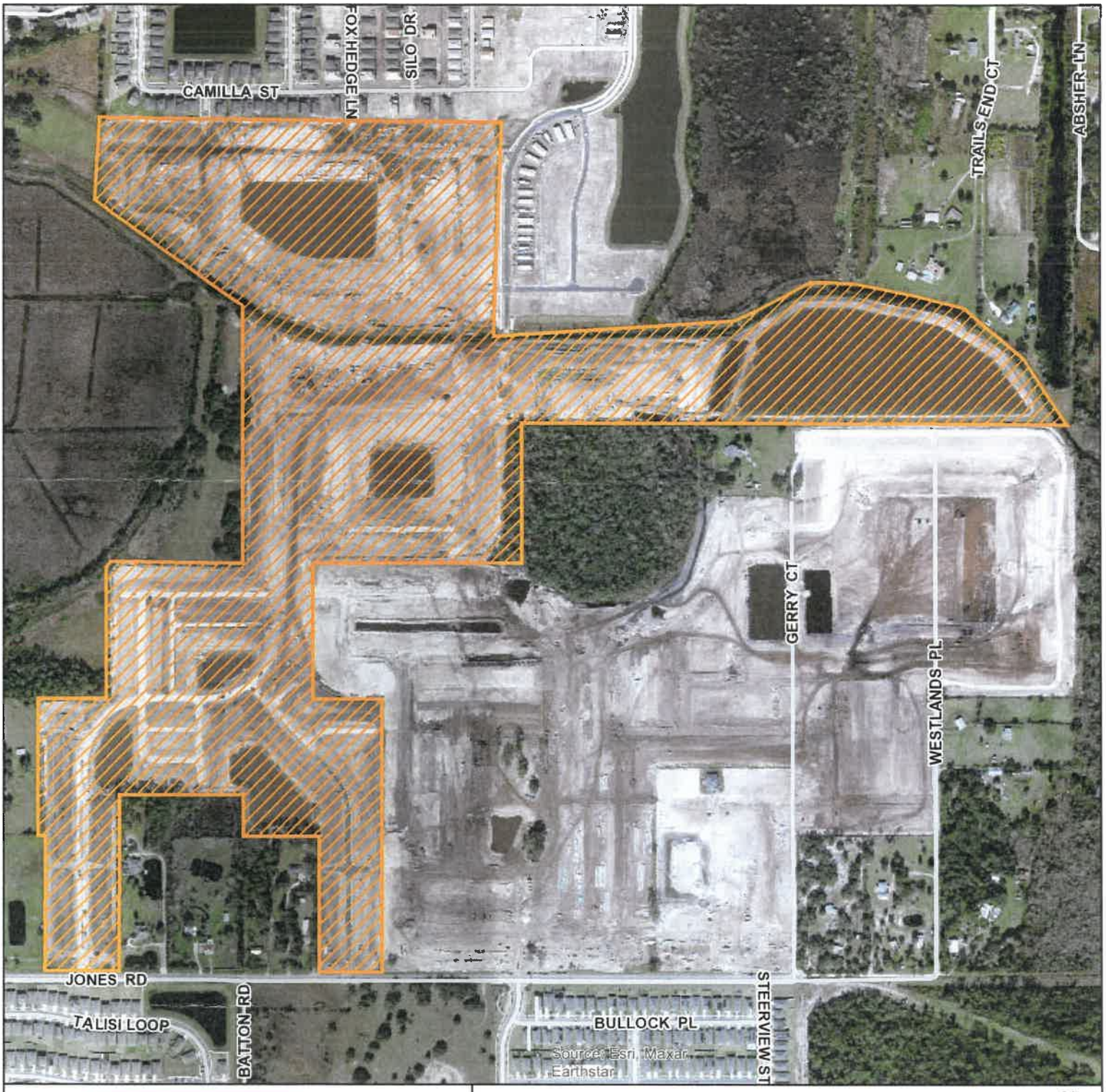
c: Craig Zetwo, Hanson Walter & Associates (E-Mail, Certified Mail - 7013 3020 0000 9387 6719)
David V Auld, D R Horton Inc (Certified Mail - 7013 3020 0000 9387 6726)

This document is filed in the eEnforcement system under Enforcement Case Number 23328

Distribution List

Zack Sawyer
Starlight Homes Florida, LLC
1064 Greenwood Boulevard, Suite 124
Lake Mary , FL 32746
CERTIFIED MAIL NO. 7013 3020 0000 9387 6757

Shaman Foradi ***Delivered via email***
Preston Cove CDD
219 E. Livingston Street
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9387 6740



OSCEOLA COUNTY, FLORIDA

N

Application

Application No: 191127-3

Permit No: 49-02772-W

Project Name: SUNBRIDGE CREEK

Map Date: 2023-12-13

0 0.15 0.3 Miles

Exhibit No: 1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 26, 2024

Owais Khanani
Elevation Preston Cove, LLC
189 S Orange Ave Ste 1550-S
Orlando, FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4622

Delivered via email

David V Auld
D R Horton Inc
1341 Horton Circle
Arlington, TX 76011
CERTIFIED MAIL NO. 7013 3020 0000 9388 4615
See Distribution List for Additional Recipients

Subject: Sunbridge Creek Dewatering
Notice of Violation for Unauthorized Works, Unauthorized Dewatering and Water Quality Violation
Enforcement Case No. 23328
Environmental Resource Permit (ERP) No. 49-102591-P
Osceola County

Dear Messrs. Khanani, Auld, Sawyer and Foradi:

As discussed with South Florida Water Management District (District) staff and Brian LeClair with Mack Contracting on November 15, 2023, this correspondence is to provide notification that inspections conducted on November 15, 2023 and December 13, 2023 indicate that unauthorized dewatering and construction has occurred at the properties noted in the enclosed location map. Violations of State water quality standards have occurred as a result of unauthorized activities associated with the above-referenced project.

Rules 62-302.500 and 62-302.503, Florida Administrative Code (FAC), establish acceptable State water quality standards. Additionally, Section 373.430(1)(b), 373.413, and 373.416 Florida Statutes (FS) require that an Environmental Resource Permit (ERP) be obtained from the District prior to constructing or operating stormwater management systems, ditches, culverts, structures, filling, excavation, or other construction that connects to, draws water into, or is placed in or across waters in the State, under the definition of works in Section 373.403(5), FS. Section 373.219, FS requires that a Consumptive Use Permit (CUP) be obtain from the District prior to conducting dewatering activities which discharges water offsite. The following activities are causing or have caused water quality degradation and require a ERP and CUP:

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;

2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized

dewatering which resulted in the above referenced water quality violation;

3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District, Starlight Homes Florida LLC, and DR Horton Inc. have conducted unauthorized construction on their respective properties; and

4. ERP Violation: Jones at Nona LLC, as permittee of ERP No. 49-102591-P, has violated General Condition No. 12b of the ERP by failing to notify the District in writing within 30 days of the conveyance, division of ownership, or control of the property subject to the above referenced ERP.

As a result of this violation, the District will seek civil penalties, recovery of staff investigative costs and may require restoration of the affected area. The specific terms for resolution of this violation will be forwarded to you after your response to this Notice. The District is authorized under Section 373.129, FS, to seek civil penalties and to recover costs such as staff investigative time and attorneys fees.

Please respond, in writing, within ten (10) days of receipt of this letter with your intentions regarding this matter.

If you have any questions or require additional assistance, please contact Ryan Higgins at (407) 858-6100 x3573 or via email at rhiggins@sfwmd.gov.

Sincerely,

Natalie Cole

Natalie Cole
Administrator, Environmental Resource Bureau

eEnclosures: Location Map (49-02772-W_SiteMap_20231213.PDF)
Photo Exhibit (WU - Photo Exhibit_49-02772-W_20231116.pdf)
Photo Exhibit (WU_PhotoExhibit__49-02772-W_20231214.pdf)
Filing a Permit Transfer (Filing a Permit Transfer)
Form 62-330.340(1) Request Transfer Permit (Form 62-330.340(1))

c: Craig Zetwo, Hanson Walter & Associates (E-Mail)
Tricia Adams, Preston Cove Community Development District (E-Mail)

This document is filed in the eEnforcement system under Enforcement Case Number 23328

Distribution List

Owais Khanani
Jones at Nona LLC
189 S Orange Avenue Suite 1550
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4639

Zack Sawyer
Starlight Homes Florida, LLC
1064 Greenwood Blvd Suite 124
Lake Mary , FL 32746
CERTIFIED MAIL NO. 7013 3020 0000 9388 4608

Shaman Foradi ***Delivered via email***
Preston Cove Community Development District
219 E Livingston Street
Orlando , FL 32801
CERTIFIED MAIL NO. 7013 3020 0000 9388 4592

South Florida Water Management District

Water Use Bureau
Supporting Photo Exhibit

Prepared by: Ryan Higgins
Date of this Exhibit: Dec 14, 2023
Project Name: Sunbridge Creek
Permit Number: 49-02772-W
Application Number: 191127-3
Cost Code Number: 23328
County: Osceola
Service Center: ORL
Photo taken on: Dec 13, 2023
Photographer: R. Higgins
Purpose: Enforcement
Direction of View: ○ North ○ Northeast ○ East ○ Southeast ◉ South ○ Southwest ○ West ○ Northwest

Notes & Comments:
Pump in use to dewater a wet pond. Discharge is into a control structure that discharges into an adjacent canal that discharges into Center Lake

South Florida Water Management District

Water Use Bureau
Supporting Photo Exhibit

Prepared by: R. Higgins Date of this Exhibit: 11/16/2023

Project Name: Sunbridge Creek

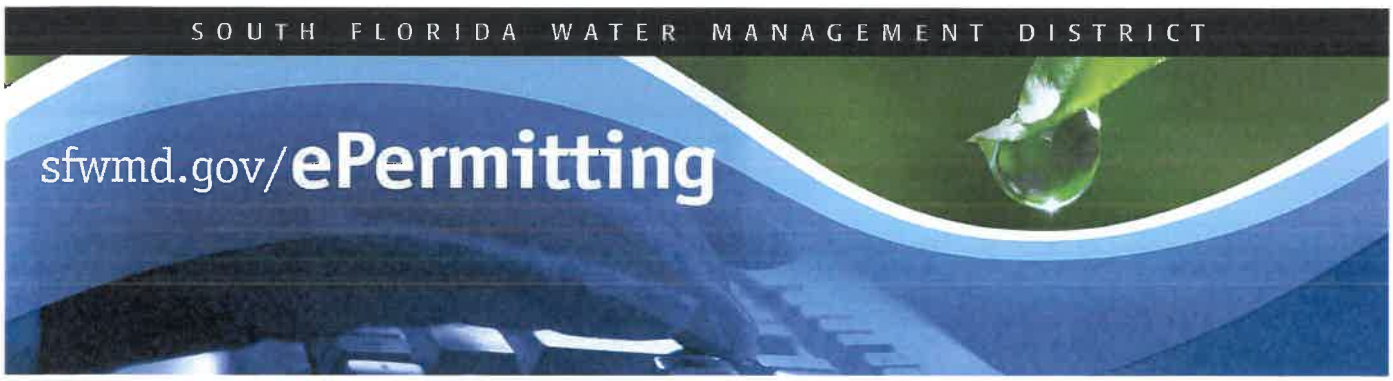
Permit Number: 49-02772-W Application Number: 191127-3 Cost Code Number:

County: Osceola Service Center: ORL Photo taken on: Nov 14, 2023

Photographer: R. Higgins Purpose: Post Permit Compliance

Direction of View: ○ North ○ Northeast ○ East ◉ Southeast ○ South ○ Southwest ○ West ○ Northwest

Notes & Comments:
Pump dewatering the tubid wet pond. Water is being discharged into the turbid impoundment which discharges into the off-site ditch flowing to Lake Center. Turbidity level at the time of reading was 116 NTU's



New Ownership Transfers

This function allows registered users to apply to transfer a permit when a change in ownership of a permitted project or property has occurred.

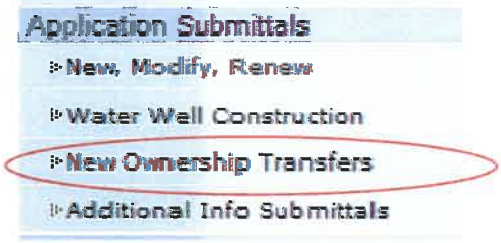
To begin the transfer application process, type www.sfwmd.gov/ePermitting in the address bar, which will bring you directly to the **ePermitting Home** page.

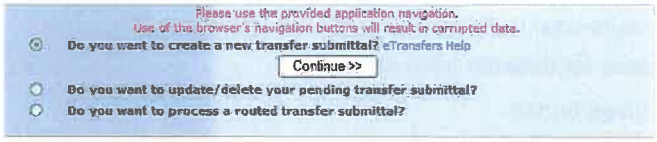
If you do not have an ePermitting account, you must first register as a user. In order to start a new user account, click on the **Create Account** icon (refer to *Getting Started with ePermitting* for detailed instructions). Registered users can simply click on the **Login** icon.

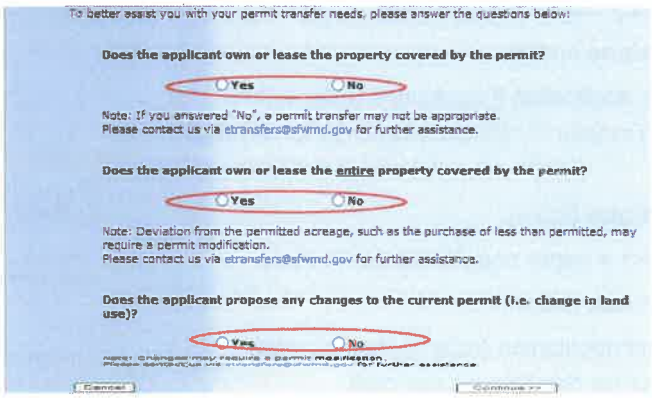
For additional information or if you have any questions, please contact us at epermits@sfwmd.gov.

Submitting a Transfer Application

1. Click the **New Ownership Transfer** link.
2. Click the circle next to **Do you want to create a new transfer submittal.**
3. Click the appropriate answer to all three questions.
4. Click the **Continue** button.





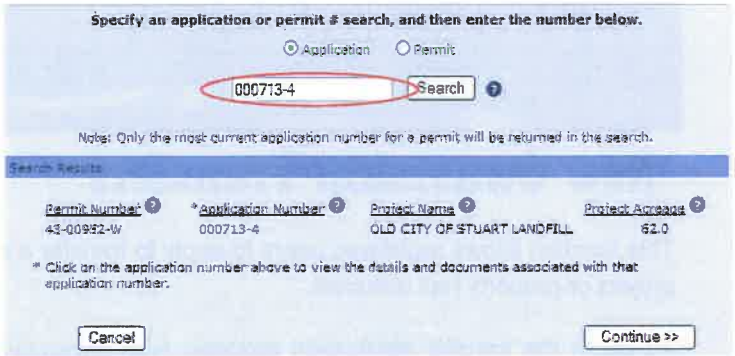


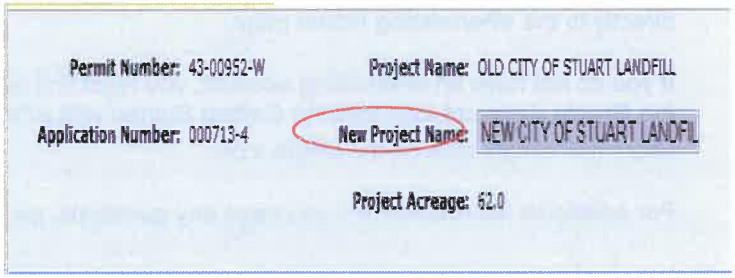
Notes:

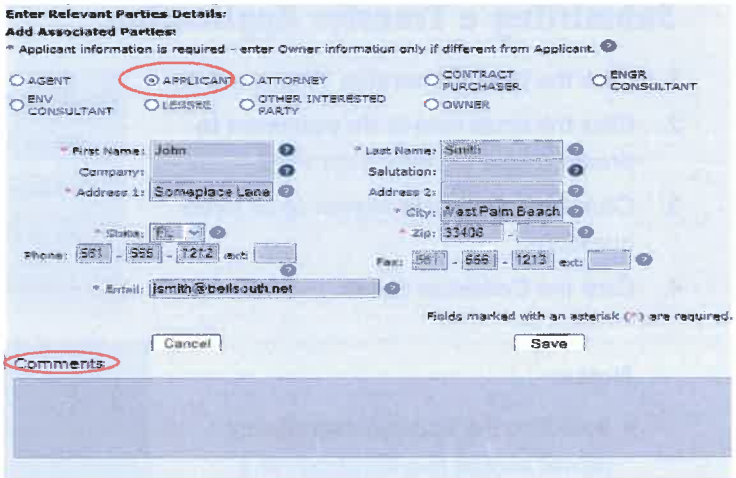
- Selecting the *update/delete* option allows access to a list of pending transfer submittals.
- Selecting the *routing a transfer submittal* option allows you to either edit a submittal, or move directly to the pay and submit function.

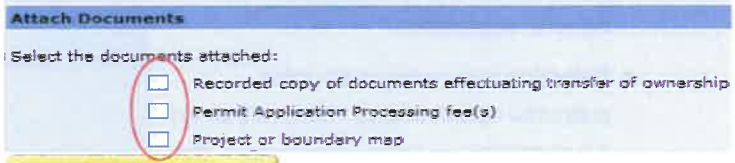
Submitting a Transfer Application

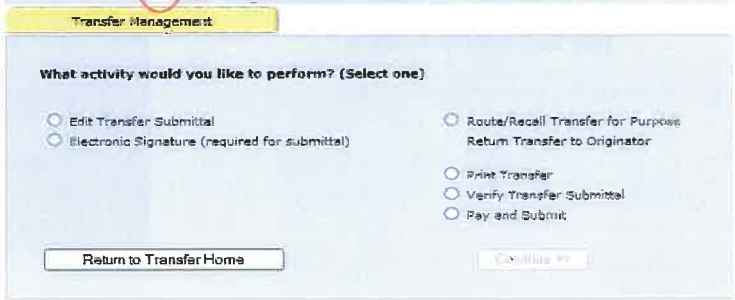
5. Click on the button next to the type of transfer desired, **Application** or **Permit.**
6. Enter the application of permit **number.**
7. Click the **Search** button.
8. Click the **Continue** button.
9. Enter a **New Project Name** if applicable.
10. Click the **Add Parties** button.
11. Enter Applicant/Owner information (fields denoted with an * asterisk next to them are required).
12. Click the **Save** button.
13. Repeat steps 10 through 12 until all relevant parties are entered.
14. Add **Comments** if applicable.
15. Click in the box next to the document(s) being attached.
16. Click the **Attach Files** button and attach applicable documents (refer to the *Attaching Files* process for detailed instructions).
17. Click the **Continue** button.
18. Provide electronic signature (refer to the *Electronic Signature* process for detailed instructions).
19. Click the **Continue** button.
20. Verify transfer submittal (refer to the *Verify Transfer Submittal* process for detailed instructions).
21. Click the **Continue** button.
22. Edit transfer submittal if changes need to be made.
23. Click the **Continue** button.
24. Route transfer application if applicable (refer to the *Route/Recall Transfer for Purpose* process for detailed instructions).
25. Click the **Continue** button.
26. Print transfer for a paper copy of the application.
27. Click the **Continue** button.
28. Pay and submit application (refer to the *Pay and Submit* process for detailed instructions).
29. Click the **Continue** button.





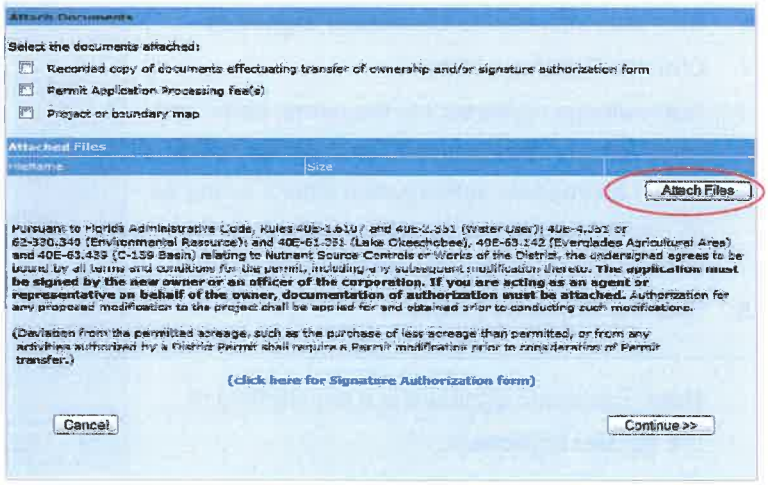


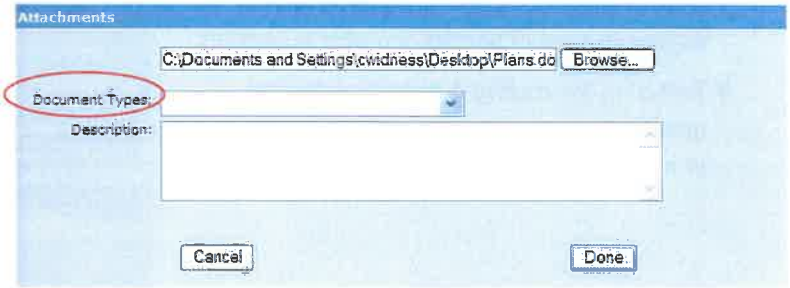




Attaching Documents

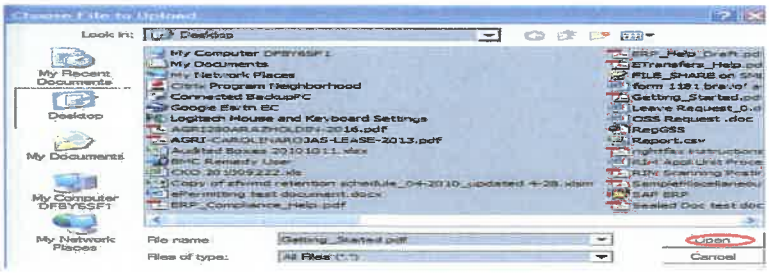
1. Click the **Attach Files** button.
2. Click the **Browse** button.
3. Select the applicable file.
4. Click the **Open** button.
5. Select the applicable **document type** from the drop down menu.
6. Enter description if applicable.
7. Click the **Done** button.
8. Repeat process for each file being attached.
9. Click the **Continue** button once all files have been attached.





Note: Attached files are archived and made available online for the public to review. Therefore, the following is recommended:

- File type - .pdf
- Maximum file size - 50 MB (megabytes)
- File name - Do not include a period (.) or dash (-) within the file name
- Combine multiple maps into one file

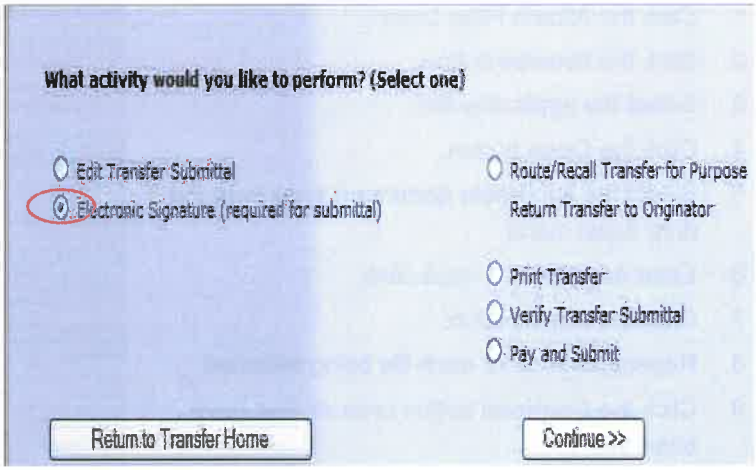


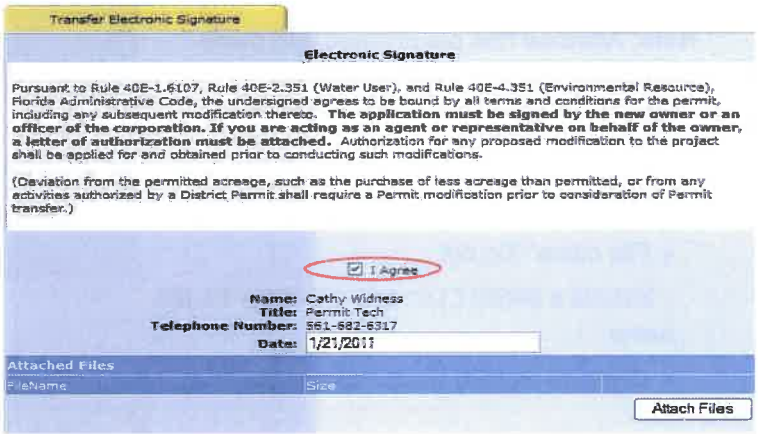
Electronic Signature

1. Click the circle next to **Electronic Signature**.
2. Click the **Continue** button.
3. Acknowledge agreement to the permit terms and conditions by clicking in the box next to **I agree**.
4. Attach appropriate authorization letter if acting as an agent on behalf of the owner (refer to the *attaching files* process for detailed instructions).
5. Click the **Continue** button.

Note: Electronic signature is a requirement of the transfer application.

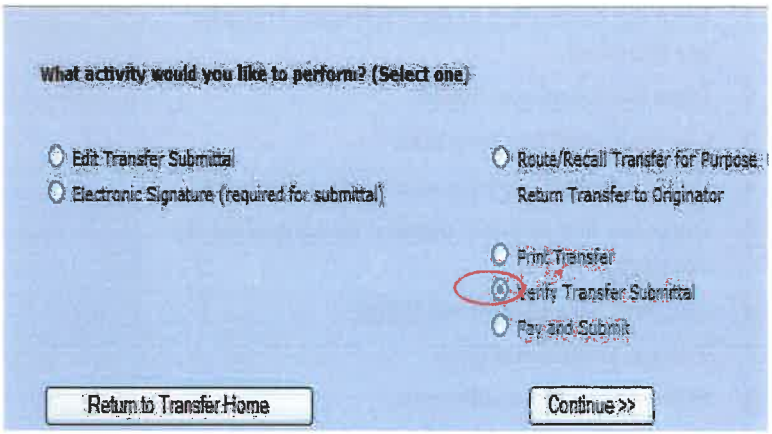
- Selecting the *update/delete* option allows access to a list of pending transfer submittals.
- Selecting the *routing a transfer submittal* option allows you to either edit a submittal, or move directly to the pay and submit function.

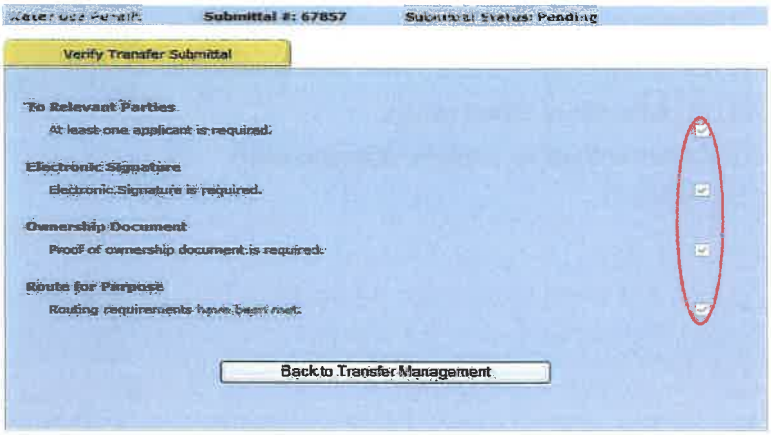




Verify Transfer Submittal

1. Click the circle next to **Verify Transfer Submittal**.
2. Click the **Continue** button.
3. Verify that there is a check mark next to each required item.
4. Click the **Back to Transfer Management** button.



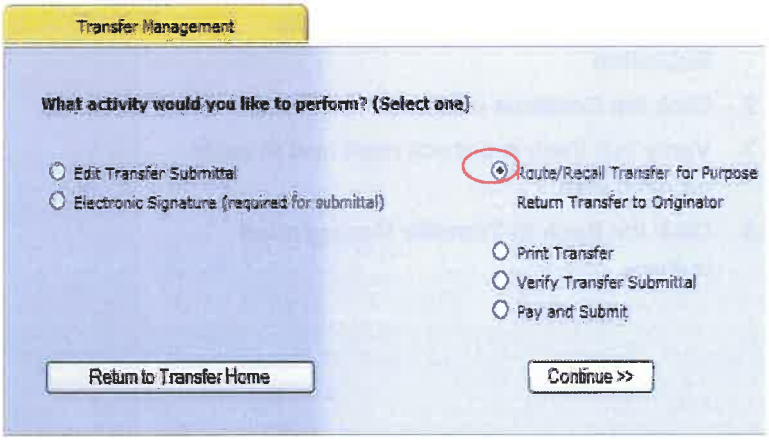


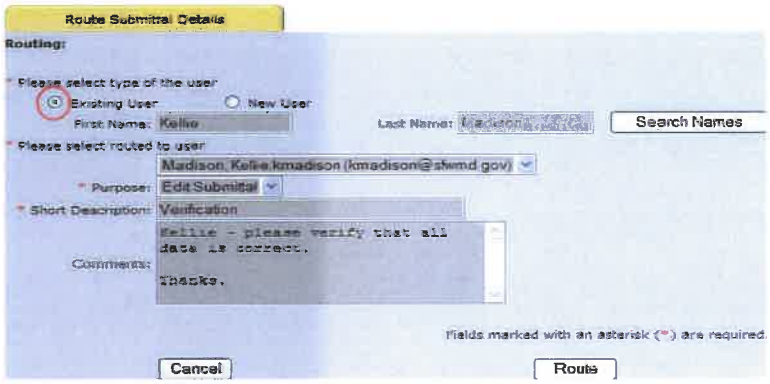
Route/Recall Transfer for Purpose

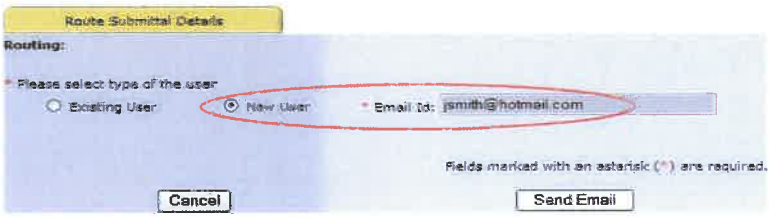
1. Click the circle next to **Route/Recall Transfer for Purpose**.
2. Click the **Continue** button.
3. Click the **Add Routing** button.
4. Click the circle next the applicable **user type.**
5. Enter the first and last name if *Existing User* is selected.
6. Click the **Search Names** button.
7. Enter a short description.
8. Enter applicable comments.
9. Click the **Route** button.

   <u>or</u>

10. Enter the email address if *New User* is selected.
11. Click the **Send Email** button.
12. Click the **Back to Transfer Management** button.



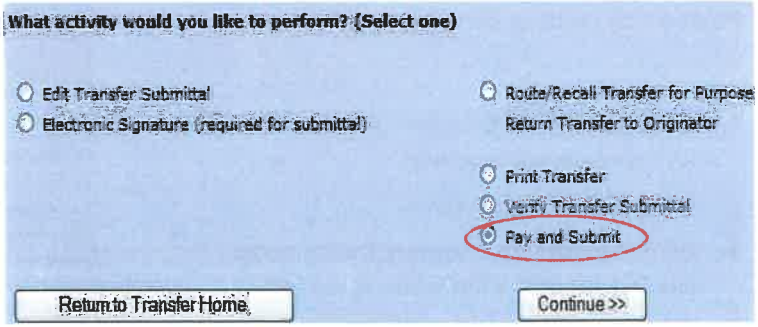


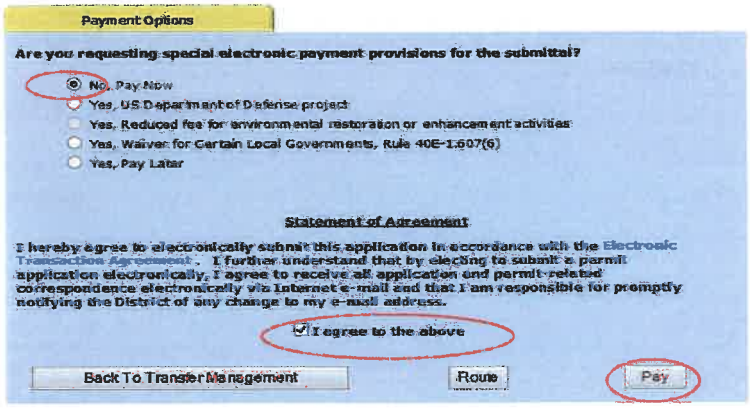


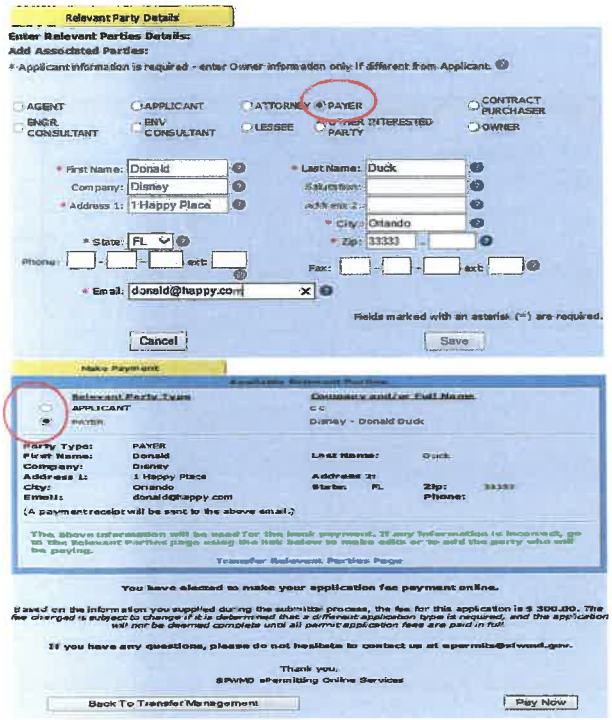
Pay and Submit

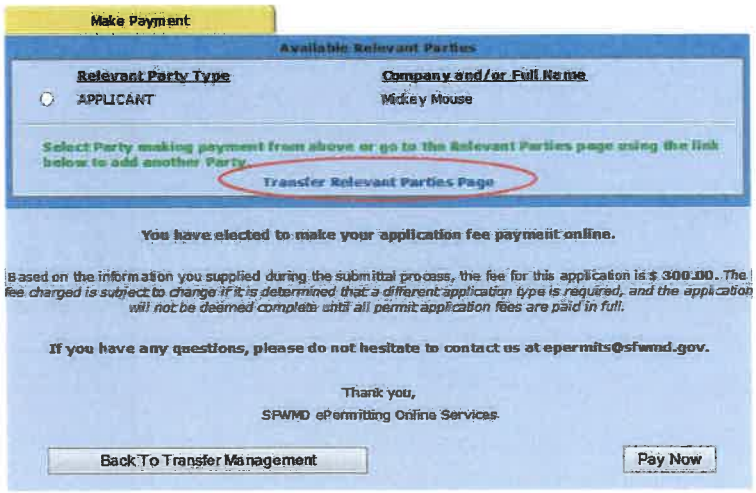
1. Click the circle next to **Pay and Submit.**
2. Click the **Continue** button.
3. Click the circle next to the **selected payment option**.
4. Click in the box next to **I agree to the above** and Click **Pay.**
5. Select the party making the payment for the application. If someone other than the relevant parties is making the payment, choose the **Transfer Relevant Parties Page link** and add a new relevant party (payer). You will then need to continue to the last page and re-submit the application (Pay and Submit).
6. Click the **Pay Now** button.
7. Click the circle next to the applicable **payment method.**
8. Click the **Pay Now** button.

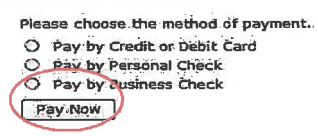
Note: If payment is being made at another time (Yes, Pay Later option), click the **Continue** button to complete the submittal.







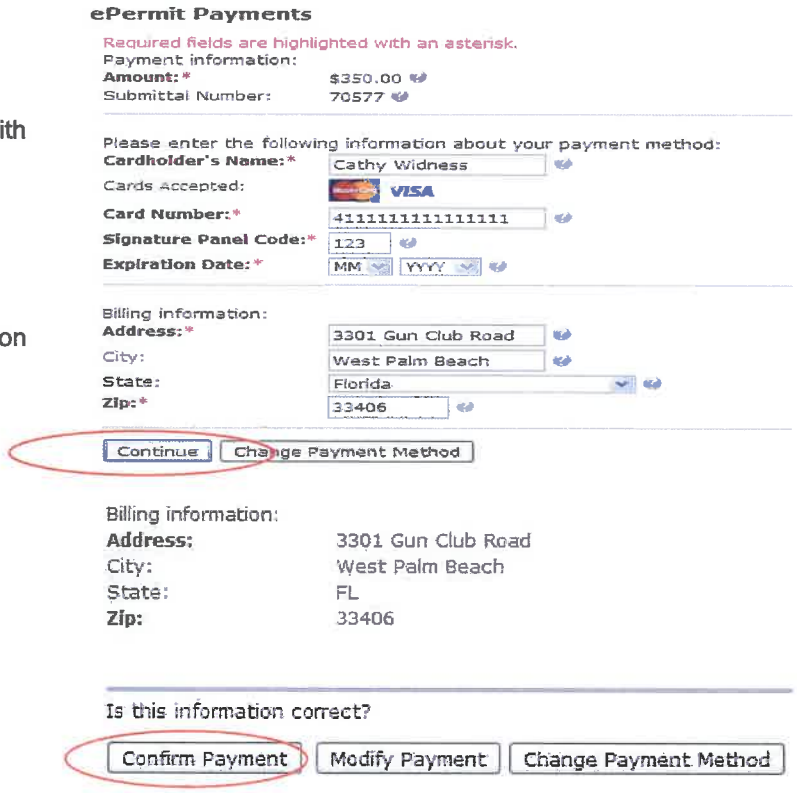


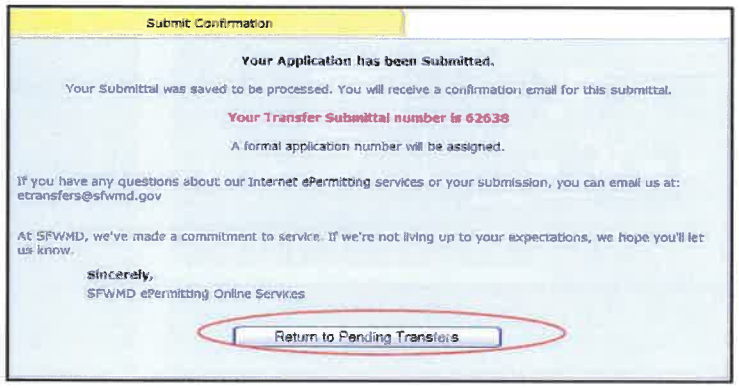


Pay and Submit (continued)

Payment by credit or debit card -

1. Enter payment information (fields denoted with an * asterisk are required).
2. Click the **Continue** button.
3. Click the **Confirm Payment** button once credit/debit card information is verified.
4. Click the **Return to Pending Transfers** button or the **Logout** link once confirmation is received.

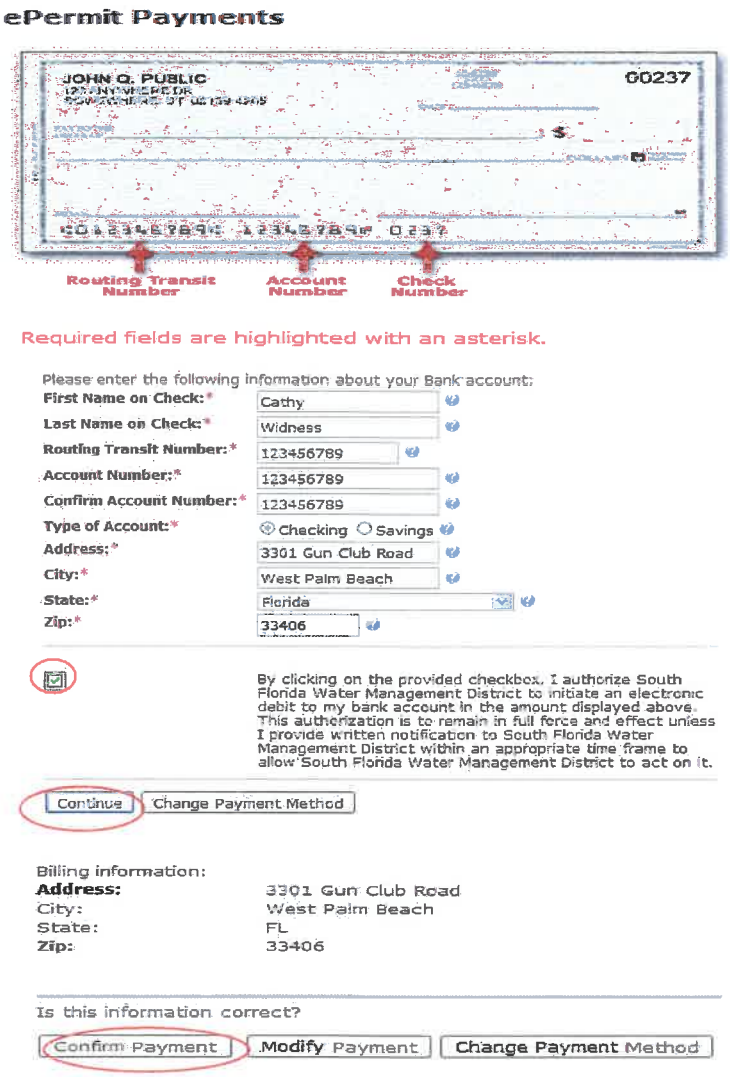


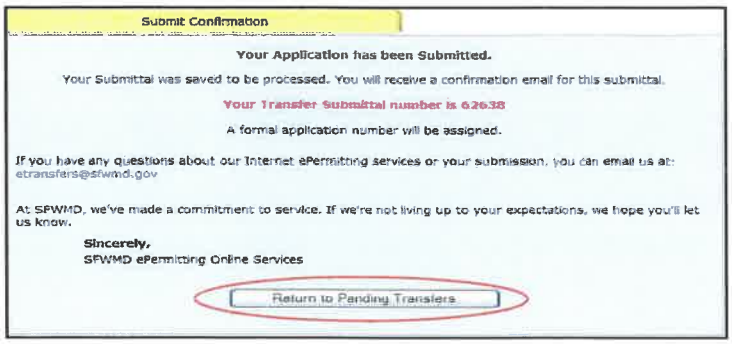


Pay and Submit (continued)

Payment by personal or business check -

1. Enter payment information (fields denoted with an * asterisk are required).
2. Click the box next to the *authorization to debit bank account statement*.
3. Click the **Continue** button.
4. Click the **Confirm Payment** button once information is verified.
5. Click the **Return to Pending Transfers** button or the **Logout** link once confirmation is received.





Request to Transfer
Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): Application No(s).: Acres to be Transferred:

Permitted Project: Proposed Project Name (if different):

Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee:

Mailing Address:

City: State: Zip:

Telephone: E-mail:

Signature of Proposed Permittee Date:

Name and Title

Enclosures:

☐ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records☐ Copy of current plat(s) (if any), as recorded in the Public Records

☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)

☐ Other

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Receipt No. 152572

RECEIPT

Elevation Preston Cove, LLC
121 S. Orange Ave, Suite 1250
Orlando, FL 32801

Project Name	Enforcement Case No.
Sunbridge Creek Dewatering	23328

Revenue Account No.	Total Penalties
482000	$5500.00

Date	Payer	Transaction Type	Payment Method	Ref.	Amount
7/26/2024	Elevation Preston Cove, LLC	Payment - Accept	Check	1092	$5500.00
				Balance Due	$0.00

Revenue Account No.	Total Costs
482500	$2500.00

Date	Payer	Transaction Type	Payment Method	Ref.	Amount
7/26/2024	Elevation Preston Cove, LLC	Payment - Accept	Check	1092	$2500.00
				Balance Due	$0.00

Processed By:Natalie Cole
Date: August 16, 2024

SECTION II

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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DANIEL A. VELASQUEZ

To: CDD Board of Supervisors

From: District Counsel (Jan Albanese Carpenter, Esq., Jay E. Lazarovich, Esq. and Kristen E. Trucco, Esq.)

Re: Recently Enacted Legislation (2024)

Date: May 31, 2024

We are providing you with information about new legislation which affects special districts in the State of Florida. House Bill ("HB") 7013 was recently signed into law and will go into effect July 1, 2024.

HB 7013 creates a requirement for special districts, including community development districts ("CDDs"), to prepare and publish a report of goals/objectives, performance measurement standards for such goals/objectives and the results of such goals/objectives. Specifically, **by October 1, 2024**, or by the end of the first full fiscal year after the establishment of a special district, whichever is later, "each special district **must** establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved." **By December 1 of each year thereafter** (beginning December 1, 2025), an annual report must be prepared and published on the district's website describing the goals and objectives achieved or failed to be achieved, as well as the performance measures and standards used by the district to make that determination. *District Managers should prepare draft goals/objectives and performance measures and standards for review and adoption by CDD boards at or before the CDD's September board meeting. Boards may ultimately decide to tailor those goals and objectives, as well as the measurement standards for each goal, to their specific CDD.*

HB 7013 also repealed Section 190.047, *Florida Statutes*, which, among other things, required CDDs to hold a referendum at a general election on the question of whether to incorporate after certain requirements were met by the CDD. Effective July 1, 2024, CDDs will no longer be required to conduct such a referendum.

HB 7013 added a number of other provisions that are applicable to special districts. However, CDDs were specifically excluded from those provisions in the text of the new legislation. More detail on the new provisions that do not apply to CDDs is available upon request. Please feel free to contact the District Manager or our office should you have any questions on this new legislation or any other CDD requirements.

Thank you.

SECTION C

SECTION I

Preston Cove
Community Development District

Check Register Summary

April 1, 2024 to May 31, 2024

Bank	Date	Check No.'s		Amount
General Fund	4/15/24	93-94	$	7,798.97
	5/8/24	95-98	$	273,802.40
			$	**281,601.37**

*** CHECK DATES 04/01/2024 - 05/31/2024 ***
PRESTON COVE-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/15/24	00006	4/01/24	37	202404	310-51300-34000		*	3,091.67		
			APR MANAGEMENT FEES							
		4/01/24	37	202404	310-51300-35200		*	100.00		
			APR WEBSITE ADMIN							
		4/01/24	37	202404	310-51300-35100		*	150.00		
			APR INFO TECH							
		4/01/24	37	202404	310-51300-31300		*	416.67		
			APR DISSEM AGENT							
						GOVERNMENTAL MANAGEMENT SERVICES			3,758.34	000093
4/15/24	00014	3/25/24	7267290	202403	310-51300-32300		*	2,357.03		
			TRUSTEE FEE-SE22 FY24							
		3/25/24	7267290	202403	300-15500-10000		*	1,683.60		
			TRUSTEE FEE-SE22 FY25							
						US BANK			4,040.63	000094
5/08/24	00016	4/30/24	7367-04-	202404	310-51300-31200		*	450.00		
			SPECIAL ASSESS BONDS S22							
						AMTEC			450.00	000095
5/08/24	00004	3/25/24	5290186	202402	310-51300-31100		*	962.50		
			ENGINEERING SVCS - FEB24							
						HANSON WALTER & ASSOCIATES INC			962.50	000096
5/08/24	00003	4/15/24	124571	202403	310-51300-31500		*	2,565.43		
			GENERAL SERVICES MAR24							
		4/15/24	124572	202403	310-51300-31500		*	105.00		
			CONTRACT LAWSUIT MAR24							
						LATHAM LUNA EDEN & BEAUDINE LLP			2,670.43	000097
5/08/24	00018	5/08/24	05082024	202405	300-20700-10000		*	269,719.47		
			05.08 FY24 ASSESSMENTS							
						PRESTON COVE CDD C/O US BANK			269,719.47	000098

TOTAL FOR BANK A 281,601.37

TOTAL FOR REGISTER 281,601.37

Preston Cove
Community Development District

Check Register Summary

July 1, 2024 to July 31, 2024

Bank	Date	Check No.'s		Amount
General Fund	7/19/24	106-109	$	23,909.88
			$	**23,909.88**

*** CHECK DATES 07/01/2024 - 07/31/2024 ***
PRESTON COVE-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
7/19/24	00020	7/01/24	2802	202407	320-53800-46100			*	7,000.00		
			JUL LAWN/LANDSCAPE MAINT								
		7/01/24	2803	202407	320-53800-46100			*	10,000.00		
			2024 LANDSCAPE CLEANUP								
							MICHAEL WETHERINGTON DBA			17,000.00	000106
7/19/24	00006	7/01/24	40	202407	310-51300-34000			*	3,091.67		
			JUL MANAGEMENT FEES								
		7/01/24	40	202407	310-51300-35200			*	100.00		
			JUL WEBSITE ADMIN								
		7/01/24	40	202407	310-51300-35100			*	150.00		
			JUL INFO TECH								
		7/01/24	40	202407	310-51300-31300			*	416.67		
			JUL DISSEM AGENT SERVICES								
		7/01/24	40	202407	310-51300-51000			*	.09		
			OFFICE SUPPLIES								
		7/01/24	40	202407	310-51300-42000			*	1.93		
			POSTAGE								
							GOVERNMENTAL MANAGEMENT SERVICES			3,760.36	000107
7/19/24	00003	7/16/24	129944	202406	310-51300-31500			*	2,444.10		
			GENERAL SERVICES JUN24								
		7/16/24	129945	202406	310-51300-31500			*	547.50		
			CONTRACT LAWSUIT JUN24								
							LATHAM LUNA EDEN & BEAUDINE LLP			2,991.60	000108
7/19/24	00002	6/20/24	54B90D7E	202406	310-51300-48000			*	157.92		
			PUB NOT 6/27 & 7/4								
							OSCEOLA NEWS GAZETTE			157.92	000109

TOTAL FOR BANK A 23,909.88

TOTAL FOR REGISTER 23,909.88

Preston Cove
Community Development District

Check Register Summary

August 1, 2024 to August 31, 2024

Bank	Date	Check No.'s		Amount
General Fund	8/1/24	110-112	$	11,795.81
	8/26/24	113-115	$	15,315.51
			$	**27,111.32**

*** CHECK DATES 08/01/2024 - 08/31/2024 *** PRESTON COVE-GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/01/24	00020	7/25/24	2884	202408	320-53800-46100		*	10,441.00		
			LAWN/LNDSCAPE MAINT AUG24							
						MICHAEL WETHERINGTON DBA			10,441.00	000110
8/01/24	00020	7/26/24	2888	202408	320-53800-47000		*	1,200.00		
			SPRAY PONDS - AUG 24							
						MICHAEL WETHERINGTON DBA			1,200.00	000111
8/01/24	00002	7/22/24	88606387	202407	310-51300-48000		*	154.81		
			LEGAL/PUB NOT 7/25 & 8/1							
						OSCEOLA NEWS GAZETTE			154.81	000112
8/26/24	00001	8/19/24	24454	202408	310-51300-45000		*	5,814.00		
			ANNUAL INSURANCE - FY25							
						EGIS INSURANCE & RISK ADVISORS, LLC			5,814.00	000113
8/26/24	00006	7/01/24	42	202407	310-51300-34000		*	1,250.00		
			JUL FIELD MANAGEMENT							
		8/01/24	41	202408	310-51300-34000		*	3,091.67		
			AUG MANAGEMENT FEES							
		8/01/24	41	202408	310-51300-35200		*	100.00		
			AUG WEBSITE ADMIN							
		8/01/24	41	202408	310-51300-35100		*	150.00		
			AUG INFO TECH							
		8/01/24	41	202408	310-51300-31300		*	416.67		
			AUG DISSEM AGENT SERVICES							
		8/01/24	41	202408	310-51300-51000		*	.09		
			OFFICE SUPPLIES							
		8/01/24	41	202408	310-51300-42000		*	1.93		
			POSTAGE							
		8/01/24	43	202408	310-51300-34000		*	1,250.00		
			AUG FIELD MANAGEMENT							
						GOVERNMENTAL MANAGEMENT SERVICES			6,260.36	000114
8/26/24	00003	8/13/24	130458	202407	310-51300-31500		*	2,592.15		
			GENERAL SERVICES JUL24							
		8/13/24	130459	202407	310-51300-31500		*	649.00		
			CONVEYANCES/REQUISITIONS							
						LATHAM LUNA EDEN & BEAUDINE LLP			3,241.15	000115

TOTAL FOR BANK A 27,111.32

TOTAL FOR REGISTER 27,111.32

SECTION II

Preston Cove

Community Development District

Unaudited Financial Reporting

August 31, 2024

Table of Contents

Preston Cove

Community Development District

Combined Balance Sheet

August 31, 2024

	General Fund	*Debt Service Fund*	*Capital Projects Fund*	*Totals Governmental Funds*
Assets:				
Operating Account	$ 282,823	$ -	$ -	$ 282,823
Due from Developer	$ 24,682	$ -	$ -	$ 24,682
Assessment Receivable	$ -	$ -	$ -	$ -
Due from General Fund	$ -	$ 179	$ -	$ 179
Prepaid Expense	$ 1,684	$ -	$ -	$ 1,684
Investments:				
Series				
Reserve	$ -	$ 670,238	$ -	$ 670,238
Revenue	$ -	$ 153,554	$ -	$ 153,554
Capitalized Interest	$ -	$ 0	$ -	$ 0
Construction	$ -	$ -	$ 22,351	$ 22,351
Total Assets	**$ 309,188**	**$ 823,970**	**$ 22,351**	**$ 1,155,509**
Liabilities:				
Accounts Payable	$ 9,480	$ -	$ -	$ 9,480
Due to Debt Service	$ 179	$ -	$ -	$ 179
Due to Developer	$ -	$ -	$ -	$ -
Due to Capital Projects	$ -	$ -	$ -	$ -
Developer Advance	$ -	$ -	$ -	$ -
Total Liabilites	**$ 9,659**	**$ -**	**$ -**	**$ 9,659**
Fund Balance:				
Assigned For:				
Debt Service - Series 2022	$ -	$ 823,970	$ -	$ 823,970
Restricted For:				
Capital Projects - Series 2022	$ -	$ -	$ 22,351	$ 22,351
Unassigned	$ 299,529	$ -	$ -	$ 299,529
Total Fund Balances	**$ 299,529**	**$ 823,970**	**$ 22,351**	**$ 1,145,850**
Total Liabilities & Fund Balance	$ 309,188	$ 823,970	$ 22,351	$ 1,155,509

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
Revenues:				
Assessments - On Roll	$ 388,556	$ 388,556	$ 406,598	$ 18,042
Assessments - Direct	$ -	$ -	$ -	$ -
Developer Contributions	$ 292,882	$ 28,283	$ 28,283	$ -
Total Revenues	**$ 681,438**	**$ 416,839**	**$ 434,881**	**$ 18,042**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 11,000	$ -	$ 11,000
FICA Expense	$ 918	$ 842	$ -	$ 842
Engineering	$ 15,000	$ 13,750	$ 1,563	$ 12,188
Attorney	$ 25,000	$ 22,917	$ 43,545	$ (20,628)
Annual Audit	$ 4,100	$ 4,100	$ 4,100	$ -
Assessment Administration	$ 5,300	$ 5,300	$ 5,300	$ -
Arbitrage	$ 450	$ 450	$ 900	$ (450)
Dissemination	$ 5,000	$ 4,583	$ 4,583	$ (0)
Trustee Fees	$ 4,500	$ 4,125	$ 2,357	$ 1,768
Management Fees	$ 37,100	$ 34,008	$ 34,008	$ (0)
Information Technology	$ 1,800	$ 1,650	$ 1,650	$ -
Website Maintenance	$ 1,200	$ 1,100	$ 1,100	$ -
Telephone	$ 300	$ 275	$ -	$ 275
Postage & Delivery	$ 800	$ 733	$ 35	$ 698
Insurance	$ 5,913	$ 5,913	$ 11,404	$ (5,491)
Printing & Binding	$ 700	$ 642	$ -	$ 642
Legal Advertising	$ 8,000	$ 7,333	$ 412	$ 6,921
Other Current Charges	$ 2,200	$ 2,017	$ 823	$ 1,194
Office Supplies	$ 500	$ 458	$ 1	$ 458
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 130,956**	**$ 121,371**	**$ 111,956**	**$ 9,415**

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
Operation and Maintenance				
Field Expenses				
Field Management	$ 15,000	$ 13,750	$ 2,500	$ 11,250
Landscape Maintenance	$ 150,000	$ 137,500	$ 31,293	$ 106,207
Landscape Replacement	$ 5,000	$ 4,583	$ -	$ 4,583
Lake Maintenance	$ 15,062	$ 13,807	$ 1,200	$ 12,607
Streetlights	$ 103,400	$ 94,783	$ -	$ 94,783
Electric	$ 5,000	$ 4,583	$ -	$ 4,583
Water & Sewer	$ 2,400	$ 2,200	$ -	$ 2,200
Sidewalk & Asphalt Maintenance	$ 5,000	$ 4,583	$ -	$ 4,583
Irrigation Repairs	$ 3,000	$ 2,750	$ -	$ 2,750
Irrigation - Usage	$ 30,000	$ 27,500	$ -	$ 27,500
General Repairs & Maintenance	$ 15,000	$ 13,750	$ -	$ 13,750
Contingency	$ 10,000	$ 9,167	$ -	$ 9,167
Subtotal	$ 358,862	$ 328,957	$ 34,993	$ 293,964
Amenity Expenses				
Staffing	$ 75,000	$ 68,750	$ -	$ 68,750
Property Insurance	$ 20,000	$ 20,000	$ -	$ 20,000
Amenity-Electric	$ 15,000	$ 13,750	$ -	$ 13,750
Amenity-Water	$ 6,000	$ 5,500	$ -	$ 5,500
Dues, License, Permits	$ 500	$ 458	$ -	$ 458
Cable/Internet	$ 2,400	$ 2,200	$ -	$ 2,200
Pest Control	$ 720	$ 660	$ -	$ 660
Janitorial Services	$ 12,000	$ 11,000	$ -	$ 11,000
Security Services	$ 5,000	$ 4,583	$ -	$ 4,583
Pool Maintenance	$ 15,000	$ 13,750	$ -	$ 13,750
Amenity Repairs & Maintenance	$ 15,000	$ 13,750	$ -	$ 13,750
Special Events	$ 7,500	$ 6,875	$ -	$ 6,875
Holiday Decorations	$ 2,500	$ 2,292	$ -	$ 2,292
Amenity Contingency	$ 15,000	$ 13,750	$ -	$ 13,750
Subtotal	$ 191,620	$ 177,318	$ -	$ 177,318
Total O&M Expenses:	**$ 550,482**	**$ 506,275**	**$ 34,993**	**$ 471,282**
Total Expenditures	**$ 681,438**	**$ 627,646**	**$ 146,949**	**$ 480,697**
Excess Revenues (Expenditures)	$ -		$ 287,932	
Fund Balance - Beginning	$ -		$ 11,597	
Fund Balance - Ending	$ -		$ 299,529	

Preston Cove

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
Revenues:				
Assessments - On Roll	$ 381,859	$ 381,859	$ 397,701	$ 15,842
Assessments - Direct	$ 288,379	$ 190,330	$ 190,330	$ -
Interest	$ -	$ -	$ 34,605	$ 34,605
Total Revenues	**$ 670,238**	**$ 572,189**	**$ 622,636**	**$ 50,447**
Expenditures:				
Interest Expense 11/1	$ 225,131	$ 225,131	$ 225,131	$ -
Principal Expense 5/1	$ 220,000	$ 220,000	$ 220,000	$ -
Interest Expense 5/1	$ 225,131	$ 225,131	$ 225,131	$ -
Total Expenditures	**$ 670,263**	**$ 670,263**	**$ 670,263**	**$ -**
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ (29,239)	$ (29,239)
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ (29,239)**	**$ (29,239)**
Excess Revenues (Expenditures)	$ (25)		$ (76,865)	
Fund Balance - Beginning	$ 277,837		$ 900,836	
Fund Balance - Ending	$ 277,812		$ 823,970	

Preston Cove

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
Revenues:				
Interest	$ -	$ -	$ 590	$ 590
Total Revenues	**$ -**	**$ -**	**$ 590**	**$ 590**
Expenditures:				
Capital Outlay - Construction	$ -	$ -	$ 14,922	$ (14,922)
Total Expenditures	**$ -**	**$ -**	**$ 14,922**	**$ (14,922)**
Other Financing Sources:				
Transfer In/(Out)	$ -	$ -	$ 29,239	$ 29,239
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ 29,239**	**$ 29,239**
Excess Revenues (Expenditures)	$ -		$ 14,907	
Fund Balance - Beginning	$ -		$ 7,443	
Fund Balance - Ending	$ -		$ 22,351	

Preston Cove

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments-On Roll	$ -	$ -	$ 130,044	$ 182	$ -	$ -	$ -	$ 274,450	$ -	$ 1,922	$ -	$ -	$ 406,598
Assessments-Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Developer Contributions	$ 14,923	$ 3,780	$ 5,822	$ 3,758	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,283
Total Revenues	**$ 14,923**	**$ 3,780**	**$ 135,865**	**$ 3,758**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 434,881**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ -	$ -	$ -	$ -	$ 963	$ -	$ 600	$ -	$ -	$ -	$ -	$ -	$ 1,563
Attorney	$ -	$ 2,062	$ 4,169	$ 6,589	$ 5,604	$ 2,670	$ 4,690	$ 4,549	$ 2,992	$ 3,241	$ 6,980	$ -	$ 43,545
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,100	$ -	$ -	$ -	$ -	$ 4,100
Assessment Administration	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Arbitrage	$ 450	$ -	$ -	$ -	$ -	$ -	$ 450	$ -	$ -	$ -	$ -	$ -	$ 900
Dissemination	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ -	$ 4,583
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ 2,357	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,357
Management Fees	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ 3,092	$ -	$ 34,008
Information Technology	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ -	$ 1,650
Website Maintenance	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ -	$ 1,100
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ -	$ 22	$ 1	$ -	$ 4	$ 1	$ -	$ 2	$ 2	$ 2	$ 2	$ -	$ 35
Insurance	$ 5,590	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,814	$ -	$ 11,404
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Legal Advertising	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 158	$ 155	$ -	$ -	$ 412
Other Current Charges	$ 38	$ 38	$ 38	$ 38	$ 429	$ 40	$ 40	$ 40	$ 40	$ 40	$ 40	$ -	$ 823
Office Supplies	$ -	$ 0	$ 0	$ -	$ 0	$ 0	$ -	$ 0	$ 0	$ 0	$ 0	$ -	$ 1
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 15,411**	**$ 5,880**	**$ 7,967**	**$ 10,385**	**$ 10,757**	**$ 8,827**	**$ 9,538**	**$ 12,450**	**$ 6,950**	**$ 7,197**	**$ 16,594**	**$ -**	**$ 111,956**
Operation and Maintenance													
Field Expenses													
Field Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,250	$ 1,250	$ -	$ 2,500
Landscape Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,352	$ 17,000	$ 12,941	$ -	$ 31,293
Landscape Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lake Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200
Streetlights	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sidewalk & Asphalt Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation - Usage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,352	$ 18,250	$ 15,391	$ -	$ 34,993

Preston Cove

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenses													
Staffing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity-Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity-Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, License, Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cable/Internet	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pest Control	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Security	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Events	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Holiday Decorations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total O&M Expenses:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,352**	**$ 18,250**	**$ 15,391**	**$ -**	**$ 34,993**
Total Expenditures	**$ 15,411**	**$ 5,880**	**$ 7,967**	**$ 10,385**	**$ 10,757**	**$ 8,827**	**$ 9,538**	**$ 12,450**	**$ 8,302**	**$ 25,447**	**$ 31,985**	**$ -**	**$ 146,949**
Excess Revenues (Expenditures)	$ (488)	$ (2,100)	$ 127,898	$ (6,627)	$ (10,757)	$ (8,827)	$ (9,538)	$ (12,450)	$ (8,302)	$ (25,447)	$ (31,985)	$ -	$ 287,932

Preston Cove

Community Development District

Long Term Debt Report

Series 2022, Special Assessment Bonds		
Interest Rates:	3.250%, 3.600%, 4.000%, 4.125%	
Maturity Date:	5/1/2052	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$670,238	
Reserve Fund Balance	$670,238	
Bonds Outstanding - 02/28/22		$11,610,000
Principal Payment - 5/1/23		($215,000)
Principal Payment - 5/1/24		($220,000)
Current Bonds Outstanding		**$11,175,000**

Preston Cove

Community Development District

Special Assessment Receipts

Fiscal Year 2024

ON ROLL ASSESSMENTS

Gross Assessment	$ 413,357.34	$ 406,232.34	$ 819,589.68
Net Assessments	$ 388,555.90	$ 381,858.40	$ 770,414.30

							50%	50%	100%
Date	*Distribution*	*Gross Amount*	*Discount/Penalty*	*Commision*	*Interest*	*Net Receipts*	*General Fund*	*Debt Service*	*Total*
12/11/23	ACH	$ 274,070.88	$ (10,743.61)	$ (5,481.44)	$ -	$ 257,845.83	$ 130,043.69	$ 127,802.14	$ 257,845.83
1/31/24	ACH					$ 361.51	$ 182.33	$ 179.18	$ 361.51
5/8/24	ACH	$ 545,518.80		$ (11,105.50)	$ 9,756.32	$ 544,169.62	$ 274,450.15	$ 269,719.47	$ 544,169.62
7/11/24	ACH	$ 1,921.99	$ -	$ -	$ -	$ 1,921.99	$ 1,921.99	$ -	$ 1,921.99
						$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -
						$ -	$ -	$ -	$ -
	Total	$ 821,511.67	$ (10,743.61)	$ (16,586.94)	$ 9,756.32	$ 804,298.95	$406,598.16	$ 397,700.79	$804,298.95

	104%	Net Percentage Collected
0		Balance Remaining To Collect

DIRECT BILL ASSESSMENTS

Starlight Homes						
2024-02			Net Assessments	$ 85,536.50	$ -	$ 85,536.50
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2022 Debt Service
3/1/24	3/1/24		$ 56,454.09	$ 56,454.09	$ -	$ 56,454.09
	9/1/24		$ 29,082.41		$ -	$ 29,082.41
			$ 85,536.50	$ 56,454.09	$ -	$ 85,536.50

DIRECT BILL ASSESSMENTS

Elevation Preston Cove, LLC						
2024-01			Net Assessments	$ 202,842.60		$ 202,842.60
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2022 Debt Service
4/4/24	3/1/24		$ 133,876.12	$ 133,876.12		$ 133,876.12
	9/1/24		$ 68,966.48			$ 68,966.48
			$ 202,842.60	$ 133,876.12	$ -	$ 202,842.60

SECTION III

BOARD OF SUPERVISORS MEETING DATES
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025

The Board of Supervisors of the Preston Cove Community Development District will hold their regular meetings for Fiscal Year 2025 at the **Offices of Hanson, Walter and Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 at 9:00 a.m. on the Fourth Thursday of the month**, indicated as follows (Exceptions noted below):

October 24, 2024
Exception: November 21, 2024
December 26, 2024
January 23, 2025
February 27, 2025
March 27, 2025
April 24, 2025
May 22, 2025
June 26, 2025
July 24, 2025
August 28, 2025
September 25, 2025

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors may participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

Jeremy LeBrun
Governmental Management Services – Central Florida, LLC
District Manager

SECTION IV

MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 19, 2024

Ms. Syanne Hall
Recording Secretary
Preston Cove Community Development District
219 E. Livingston St.
Orlando, FL 32801

RE: Preston Cove Community Development District – Registered Voters

Dear Ms. Hall:

Thank you for your letter requesting confirmation of the number of registered voters within the Preston Cove Community Development District as of April 15, 2024.

The number of registered voters within the Preston Cove CDD is zero as of April 15, 2024.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mj. Arrington

Mary Jane Arrington
Supervisor of Elections

Vote Osceola

2509 East Irlo Bronson Memorial Highway • Kissimmee, FL 34744
407.742.6000 • Fax: 407.742.6001 • www.voteosceola.com

SECTION D

Preston Cove CDD

Field Management Report

August 22nd, 2024

Jarett Wright

Field Manager

GMS

Site Items

Landscape / Aquatics Review

- Turnover walkthrough was conducted for all CDD areas, and interim maintenance of the aquatics and landscaping is currently ongoing.
- Proposals have been provided to repair and sod the pond bank erosion areas for Tracts 25 and 31.
- Select areas between the sidewalk and curb along Preston Cove Drive have been covered with dirt and construction debris, and sod that was laid is sporadic. Resodding of the affected areas is recommended to allow for regular maintenance and improve the overall aesthetic.
- Pond Tract 1 in Phase 2 also has erosion issues that will need to be addressed.

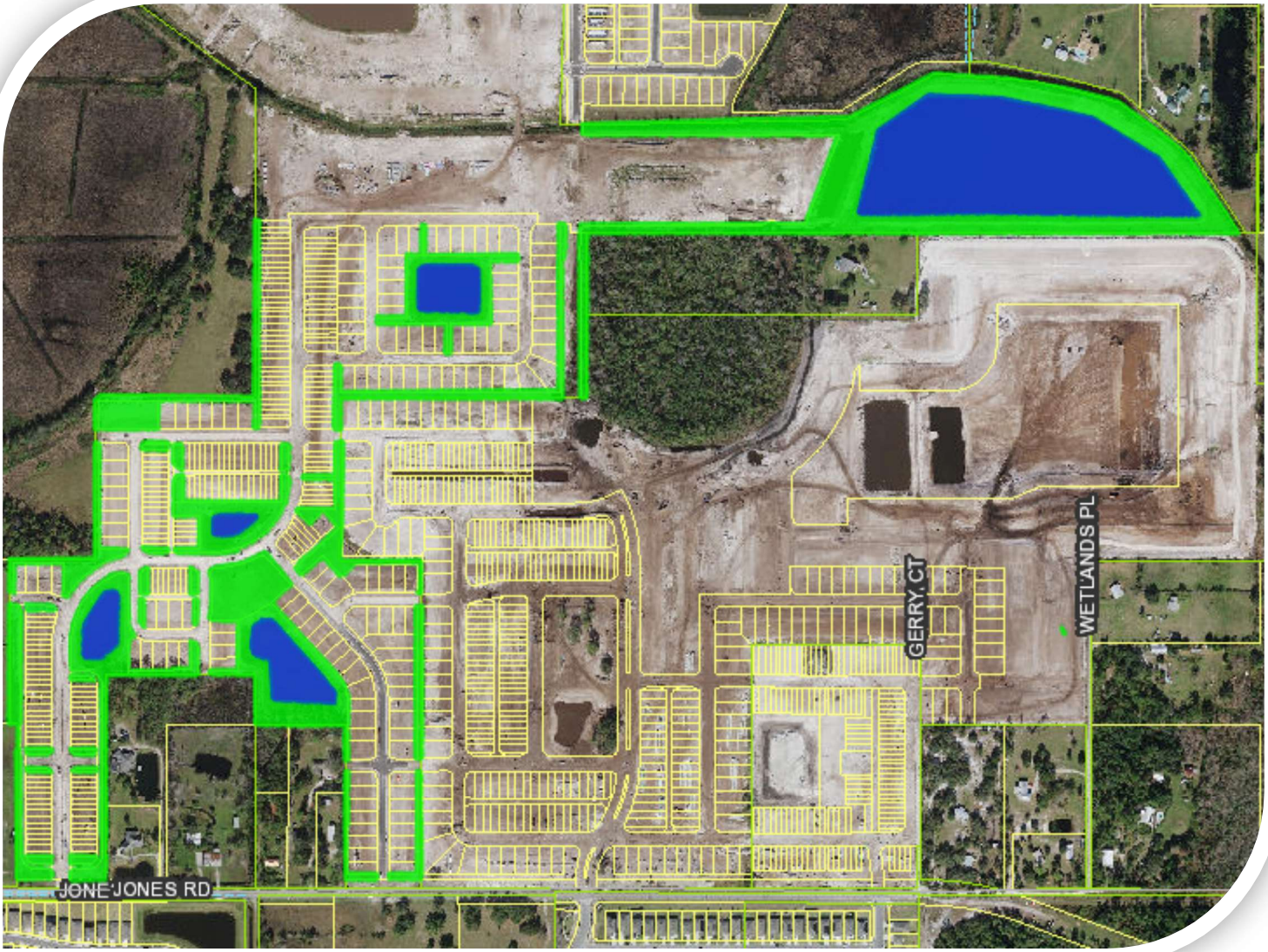
Site Items

Landscape Review Cont.

Site Items

Contracted Services

- Generated ownership maps and scopes of work for landscape and aquatics maintenance.
- Received proposals are provided in the agenda.



Site Items

Amenity Progress and Utilities

- Continuing to monitor the progress of the pool amenity center and will gather maintenance proposals as it nears completion.
- Utility bills have been reviewed and the appropriate invoices have been transferred to the CDD's name.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at JWright@gmscfl.com. Thank you.

Respectfully,

Jarett Wright

SECTION I

Preston Cove CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4” to 6” away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12” away from previous year’s cuts.

Pruning of all palms less than 15’ in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3” shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period**. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly**. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory*. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
  October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors’ recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35’. All native trees or transplanted trees over 35’ in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service
Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under $500 should be carried out each month with just verbal confirmation. Anything over $500 requires written approval.

Specifications
- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.
Contractor will provide a 24 hour “Emergency” number for irrigation repairs.
Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component “E” – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management’s discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all “Additional Services” will be billed in the month they are performed as a separate line item on that month’s invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of “Flower Beds” is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½” individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation
Plants are to be installed utilizing a triangular spacing of 9” O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6” in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6” prior to the installation of new plants.

Create a 2” trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1” layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.
Beds are to remain weed – free at all times.
All declining blooms are to be removed immediately.
Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. “Pinching” of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent “pinching” will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
Pre-emergent herbicides are not to be used in annual beds.
Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor’s expense.

Warranty
Any bedding plant that dies due to insect damage or disease will be replaced under warranty.
Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”. Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2” thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12’ will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15’ will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15’ will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15’ will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o’clock profile or nine and three o’clock at the discretion of management. “Hurricane” cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving “stubs”.

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

Preston Cove CDD Landscape Fee Summary

Contractor:

Address:

Phone:
Fax:
Contact:
Email:

Property: Preston Cove

Address: 219 E. Livings
Orlando,
Florida,
32801

Phone: 407-750-3599

Contact: JWright@gms
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV
GENERAL SERVICES (Schedule A) - Mowing/Detailing											
TURF CARE (Schedule B) Bahia/St Augustine Fert											
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert											
BED DRESSING - Estimate mulch yds (Schedule E - B.) *Per Yard Pricing:*					*Mulch Yds*						*Mulch Yds*
PALM TRIMMING (Schedule E - C.) *Per Palm Price:*											
ANNUAL CHANGES *- None at this time* **(Schedule E - A.)** *Per Annual Pricing:*											
IRRIGATION MAINT. (Schedule D)											
TOTAL FEE PER MONTH:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Flat Fee Schedule	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Essential Services Mowing/Detailing/Irrigation/Fert and P	$0
Extra Services Annual Changes, Palm Pruning, Mulch	$0
TOTAL	$0.00

Initials_____ _____

Contractor: CDD

Address: ston St.

Phone:
Fax:
Contact: scfl.com
Email:

	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing		**$0**
TURF CARE (Schedule B) Bahia/St Augustine Fert		**$0**
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert		**$0**
BED DRESSING - Estimate mulch yds (Schedule E - B.) *Per Yard Pricing:*		**$0**
PALM TRIMMING (Schedule E - C.) *Per Palm Price:*		**$0**
ANNUAL CHANGES *- None at this time* **(Schedule E - A.)** *Per Annual Pricing:*		**$0**
IRRIGATION MAINT. (Schedule D)		**$0**
TOTAL FEE PER MONTH:	**$0**	**$0**

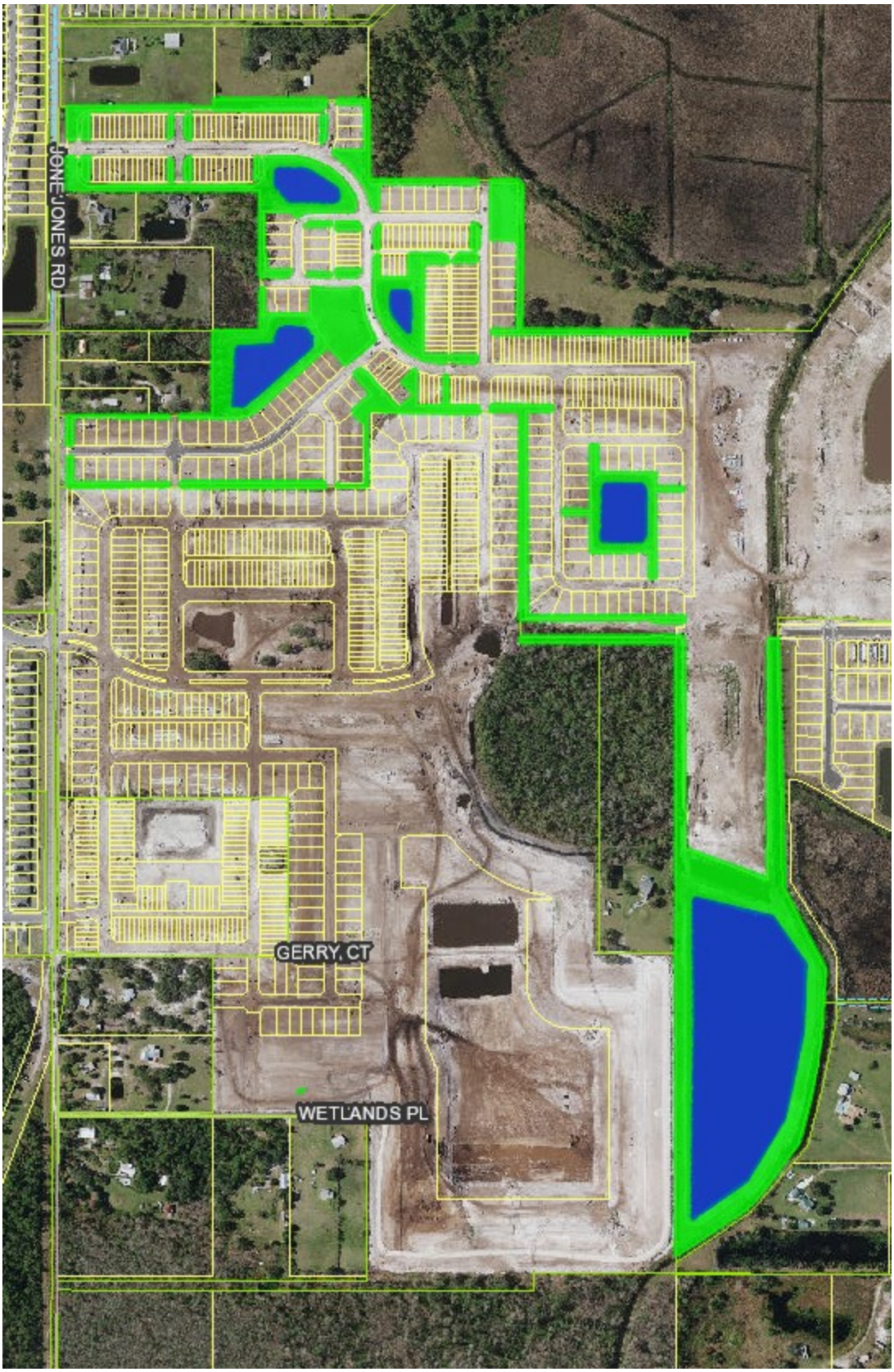
Flat Fee Schedule	**$0**	**$0**

Essential Services
Mowing/Detailing/Irrigation/Fert and P

Extra Services
Annual Changes, Palm Pruning, Mulc

TOTAL

Initials_____ _____


JONE JONES RD
GERRY CT
WETLANDS PL

SECTION 1

Preston Cove CDD Landscape Fee Summary

Contractor: BLADE RUNNERS COMMERCIAL LANDSCAPING ORLANDO, LLC

Address: 19 N TEXAS AVE. ORLANDO, FL 32805

Phone: 407-306-0600
Fax: N/A
Contact: JUAN RAMIREZ
Email: JUAN@BLADERUNNERSORLANDO.COM

Property: Preston Cove CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801
Phone: 407-750-3599

Contact: JWright@gmscfl.com
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	9,479	9,479	9,479	9,479	9,479	9,479	9,479	9,479	9,479	9,479	9,479	9,479	$113,750
TURF CARE (Schedule B) Bahia/St Augustine Fert	300		300		300					300			$1,200
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert			150				150			150			$450
BED DRESSING - Estimate mulch yds (Schedule E - B.) *Per Yard Pricing:*					5,000 *100*						5,000 *100*		$10,000
PALM TRIMMING (Schedule E - C.) *Per Palm Price:*						1,200						1,200	$2,400
ANNUAL CHANGES *- None at this time* **(Schedule E - A.)** *Per Annual Pricing:*													$0
IRRIGATION MAINT. (Schedule D)	350	350	350	350	350	350	350	350	350	350	350	350	$4,200
TOTAL FEE PER MONTH:	$10,129	$9,829	$10,279	$9,829	$15,129	$11,029	$9,979	$9,829	$9,829	$10,279	$14,829	$11,029	$132,000
Flat Fee Schedule	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$132,000

Essential Services Mowing/Detailing/Irrigation/Fert and F	$119,600
Extra Services Annual Changes, Palm Pruning, Mulc	$12,400
TOTAL	$132,000.00

Initials_____ _____

SECTION 2

Contractor: CLI Professional Landscaing

Address: P.O. Box 820

Sorrento, FL 32776
Phone: 321-231-4162 (Cell)
Fax: N/A
Contact: Miguel Castillo
Email: mcastillo@clilandscapes.com

Property: Preston Cove CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801
Phone: 407-750-3599

Contact: JWright@gmscfl.com
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	4,350	4,350	6,525	8,700	10,875	8,700	10,875	10,875	8,700	8,700	4,350	4,350	$91,350
TURF CARE (Schedule B) Bahia/St Augustine Fert			1,750			1,750			1,750			1,750	$7,000
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert				975				975				975	$2,925
BED DRESSING - Estimate mulch yds (Schedule E - B.) *Per Yard Pricing: $65.00*					6,078 *94*						6,078 *94*		$12,155
PALM TRIMMING (Schedule E - C.) *Per Palm Price: $75 per Palm*				900 12						900 12			$1,824
ANNUAL CHANGES *- None at this time* **(Schedule E - A.)** *Per Annual Pricing: $5.95 includes soil*			1,250 210			1,250 *210*			1,250 210			1,250 210	$4,998
IRRIGATION MAINT. (Schedule D)	425	425	425	425	425	425	425	425	425	425	425	425	$5,100
TOTAL FEE PER MONTH:	$4,775	$4,775	$9,950	$11,000	$17,378	$12,125	$11,300	$12,275	$12,125	$10,025	$10,853	$8,750	$125,328
Flat Fee Schedule	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$10,444	$125,328

Essential Services Mowing/Detailing/Irrigation/Fert and P	$106,375
Extra Services Annual Changes, Palm Pruning, Mulc	$18,977
TOTAL	$125,352.00

Initials_____ _____

SECTION 3

Preston Cove CDD Landscape Fee Summary

Contractor: D' Best Lawqn Care Inc

Address: 4701 Old Canoe Creek Road 702495

Phone: (321) 228-4396
Fax:
Contact: Efrain Hernandez
Email:

Property: Preston Cove CDD

Address: 219 E. Livingston St.

Orlando,
Florida, 32801
Phone: 407-750-3599

Contact: JWright@gmscfl.com
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	5,280	5,280	5,280	13,200	10,560	13,200	10,560	13,200	10,560	7,920	5,280	5,280	$105,600
TURF CARE (Schedule B) Bahia/St Augustine Fert	200		200		200		200		200		200		$1,200
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert		140		140		140		140		140		140	$840
BED DRESSING - Estimate mulch yds (Schedule E - B.) 285 *Per Yard Pricing: 60.00*					17,000 *Mulch Yds*						17,000 *Mulch Yds*		$34,000
PALM TRIMMING (Schedule E - C.) *Per Palm Price:* 45.00						270							$270
ANNUAL CHANGES *- None at this time* **(Schedule E - A.)** *Per Annual Pricing:*													$0
IRRIGATION MAINT. (Schedule D)	400	400	400	400	400	400	400	400	400	400	400	400	$4,800
TOTAL FEE PER MONTH:	$5,880	$5,820	$5,880	$13,740	$28,160	$14,010	$11,160	$13,740	$11,160	$8,460	$22,880	$5,820	$146,710
Flat Fee Schedule	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$12,226	$146,710

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$112,440
Extra Services Annual Changes, Palm Pruning, Mulch	$34,270
TOTAL	$146,710.00

Initials_____ _____

SECTION 4

PRESTON COVE CDD LANDSCAPE FEE SUMMARY & PAYMENT SCHEDULE

Preston Cove CDD Landscape Fee Summary

Contractor: Exalt Outdoors Services
Address: 401 W New Nolte Rd.
St. Cloud FL 34769
Phone: 407-791-1795
Fax:
Contact: Mike Wetherington
Email: Mike.wetherington@exaltoutdoors.com

Property: Preston Cove CDD
Address: 219 E. Livingston St.
Orlando,
Florida,
32801
Phone: 407-750-3599
Contact: JWright@gmscfl.com
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	5,600	5,600	5,600	8,400	11,200	11,200	11,200	11,200	11,200	8,400	5,600	5,600	$100,800
TURF CARE (Schedule B) Bahia/St Augustine Fert	385		385		385					385			$1,540
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert			300		300		300			300			$1,200
BED DRESSING - Estimate mulch (Schedule E - B.) *Per Yard Pricing:70*					10,500 *Mulch Yds 150*						5,250 *Mulch Yds 75*		$15,750
PALM TRIMMING (Schedule E - C.) *Per Palm Price: 75*													$0
ANNUAL CHANGES *- None at this* **(Schedule E - A.)** *Per Annual Pricing:*													$0
IRRIGATION MAINT. (Schedule D)	500	500	500	500	500	500	500	500	500	500	500	500	$6,000
TOTAL FEE PER MONTH:	$6,485	$6,100	$6,785	$8,900	$22,885	$11,700	$12,000	$11,700	$11,700	$9,585	$11,350	$6,100	$125,290
Flat Fee Schedule	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$10,441	$125,290

Essential Services Mowing/Detailing/Irrigation/Fert a	$109,540
Extra Services Annual Changes, Palm Pruning, I	$15,750
TOTAL	$125,290.00

SECTION II

Preston Cove CDD
Aquatic Maintenance Scope of Services

This Scope is for the defined services of Aquatic Maintenance of the stormwater ponds. The work of Aquatic maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary to maintain the stormwater ponds according to the scope of services defined below. Therefore, the contractor agrees to do the following:

I. Algae, shoreline weeds/grasses and Aquatic Vegetation Maintenance

a. Provide algae and aquatic vegetation management/Maintenance for CDD stormwater ponds.
b. The contractor will perform One monthly inspection leading to treatments carried out as frequently as needed to control nuisance/exotic vegetation, algae, shorelines grasses, or aquatic weeds.
c. Check Dissolved oxygen levels as needed and deemed necessary by contractor prior to treatments to ensure safe treatment without potential fish kills.
d. Treat any surface filamentous algae blooms and planktonic algae blooms that may arise as well as performing treatment for submerged algae and floating or submerged nuisance vegetations as needed.
    i. Algae blooms will be treated as often as possible until the bloom has subsided, and the algae coverage is less than 5%.
e. Treat nuisance shoreline grasses and nuisance shoreline vegetation regardless of water level.
    i. During the dry season these grasses will be treated on the exposed bank.
    ii. At no time are invasive aquatic weeds or grasses or non-beneficials to cover more than 5% of any contracted pond.
f. Pond dye will be used as needed to manage any algae blooms or aquatic weeds.
    i. Blue or black dye can be used at contractors' discretion.
g. The contractor will spray/treat any invasive, exotics or other nuisance vegetation from littoral shelf areas.
h. Any beneficials that grow in naturally will be allowed to grow in and reported to management.

II. Communication

a. Contractor is to be available for regular phone and email communication to facilitate complaints or other issues identified by management
b. Contractor shall be available for any site visits or site inspections when requested.
c. Provide at minimum an observation checklist stating what has been observed at each pond and any treatments carried out itemized by pond. A checklist/spreadsheet is sufficient. Contractor is welcome to provide additional details in the report.
d. Communicate with management on any major algae blooms, or other issues such as erosion problems or other pond bank issues that the contractor may notice.

SECTION 1

ESTIMATE

Aquatic Weed Management, Inc.
PO Box 1259
Haines City, FL 33845

WATERWEED1@AOL.COM
+1 (863) 412-1919

Bill to

Preston Cove CDD
219 E Livingston St.
Orlando, FL 32801

Estimate details

Estimate no.: 1479
Estimate date: 08/09/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Scope of Work**	Monthly pond herbicide maintenance on 5 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as $/treatment.	1	$950.00	$950.00

Total **$950.00**

Note to customer

Thank you for your business!

Accepted date **Accepted by**

SECTION 2

ESTIMATE

Exalt Outdoor Services Inc.
401 W New Nolte Rd.
Saint Cloud, FL 34769

info@exaltoutdoors.com
+1 (407) 791-1795
http://www.exaltoutdoors.com

Bill to

Preston Cove CDD Ponds
Preston Cove Dr.

Ship to

Preston Cove Spray Ponds
Preston Cove Dr.

Estimate details

Estimate no.: 1007
Estimate date: 08/09/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		**Custom Amount**	Algae, shoreline weeds/grasses and Aquatic Vegetation Maintenance (monthly service)		1	$1,200.00	$1,200.00

Total **$1,200.00**

Ways to pay

Accepted date **Accepted by**

SECTION 3

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: Preston Cove
SUBMITTED TO: Jarett Wright
CONTRACT EFFECTIVE DATE: September 1, 2024, through August 31, 2025
SUBMITTED BY: Stephen AmRhein
SERVICES: Annual Maintenance Aprox. 15 acre

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **$10,800.00**. SOLitude shall invoice Customer **$900.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

Preston Cove

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

_____

SCHEDULE A - SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the lake(s) on a ***one (1) time per month*** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a ***one (1) time per month*** basis**.**
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Aquatic Weed Control:

1. Lake(s) will be inspected on a ***one (1) time per month*** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Lake Algae Control:

1. Lake(s) will be inspected on a ***one (1) time per month*** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be

fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

SECTION III

SECTION 1

LANDSCAPE PROPOSAL // POND #4 REPAIR

Exalt Outdoor Services
407.552.7016 // info@exaltoutdoors.com

Dear Preston Cove,

We are grateful for the chance to present a landscape proposal for your consideration. Exalt Outdoor Services is excited to offer our expert landscape services, encompassing the provision of essential labor, tools, materials, and equipment to meet your scope of work.

It is important to highlight that this proposal holds its validity for a duration of 30 days from the date of submission. We welcome any inquiries or discussions you may have and encourage you to contact us at your earliest convenience.

Thank you for considering Exalt Outdoor Services for your landscape needs.

JOB DETAILS

Pond Repair

- Fill and compact wash outs
- 4x pallets of bahia sod delivered and installed

LANDSCAPE PROPOSAL // POND #4 REPAIR

Exalt Outdoor Services
407.552.7016 // info@exaltoutdoors.com

TERMS & PAYMENT

This contract is set to commence on __ / __ /2024. Exalt Outdoor Services LLC requests that all invoices be settled within 30 days of receipt. Should any invoices become overdue, a late fee of 15% will be added.

Total cost of work: $3,550 total | 50% deposit ($1,775) due before work starts

_____ The above price(s), specifications and conditions are satisfactory and are hereby accepted.

_____ I authorize Exalt Outdoor Services to do work as specified in this proposal. (Payments will be made as outlined above).

_____ I understand that any work hindered by the weather will be rescheduled.

Customer signature of approval | Date of acceptance

SECTION 2

LANDSCAPE PROPOSAL // POND #2 REPAIR

Exalt Outdoor Services
407.552.7016 // info@exaltoutdoors.com

Dear Preston Cove,

We are grateful for the chance to present a landscape proposal for your consideration. Exalt Outdoor Services is excited to offer our expert landscape services, encompassing the provision of essential labor, tools, materials, and equipment to meet your scope of work.

It is important to highlight that this proposal holds its validity for a duration of 30 days from the date of submission. We welcome any inquiries or discussions you may have and encourage you to contact us at your earliest convenience.

Thank you for considering Exalt Outdoor Services for your landscape needs.

JOB DETAILS

Pond Repair

- Fill and compact wash outs
- 3x pallets bahia sod delivered and installed

LANDSCAPE PROPOSAL // POND #2 REPAIR

Exalt Outdoor Services
407.552.7016 // info@exaltoutdoors.com

TERMS & PAYMENT

This contract is set to commence on __ / __ /2024. Exalt Outdoor Services LLC requests that all invoices be settled within 30 days of receipt. Should any invoices become overdue, a late fee of 15% will be added.

Total cost of work: $2,750 total | 50% deposit ($1,375) due before work starts

_____ The above price(s), specifications and conditions are satisfactory and are hereby accepted.

_____ I authorize Exalt Outdoor Services to do work as specified in this proposal. (Payments will be made as outlined above).

_____ I understand that any work hindered by the weather will be rescheduled.

Customer signature of approval | Date of acceptance