

*Preston Cove
Community Development District*

*Meeting Agenda
February 27, 2025*

AGENDA

Preston Cove

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

February 20, 2025

**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, February 27, 2025 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 Jeff Garno in Seat #3
 - B. Appointment of Individual to Fulfill Board Vacancy with a Term Ending November 2027
 - C. Administration of Oath of Office to Newly Appointed Board Member
 - D. Consideration of Resolution 2025-04 Electing Assistant Secretary
4. Approval of Minutes of the November 24, 2024 Board of Supervisors Meeting
5. Public Hearing
 - A. Consideration of Resolution 2025-03 Adopting Amenity Facility Policies and Rates for the District
- 6. Consideration of Resolution 2025-05 Opening a State Board of Administration Investment Account – ADDED**
7. Consideration of Security Services Agreement with Envera Systems
8. Ratification of Data Sharing and Usage Agreement with Osceola County Property Appraiser
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager's Report
10. Other Business
11. Supervisors Requests
12. 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

From: Jeremy LeBrun <jlebrun@gmscfl.com>
Subject: Fwd: Preston Cove CDD - I just saw this message on my Linked In Account. Looks like it was from October 18, 2024
Date: December 2, 2024 at 1:16 PM
To: Syanne Hall <shall@gmscfl.com>



Begin forwarded message:

From: Jan Carpenter <JCarpenter@lathamluna.com>
Subject: Preston Cove CDD - I just saw this message on my Linked In Account. Looks like it was from October 18, 2024
Date: December 2, 2024 at 1:13:23 PM EST
To: "jbreth@bmlaw.com" <jbreth@bmlaw.com>, Jeremy lebrun <jlebrun@gmscfl.com>
Cc: Jay Lazarovich <jlazarovich@lathamluna.com>, Krystal De Souza <kdesouza@lathamluna.com>

- **Message request accepted**
- Jeff Garno sent the following messages at 4:07 PM

[View Jeff's profile](#)



[Jeff Garno](#) 4:07 PM

- 🙌
- 👍
- 😊
-

Jan

Yes, that wa an oversight. I am no long with Elevation and would like to resign my seat on the Preston Cove CDD.

if you can accept this memo as my formal resignation that will be great.

thanks
Jeff Garno

Jan Albanese Carpenter, Esq.



**LATHAM, LUNA,
EDEN & BEAUDINE, ^{LLP}**

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SECTION D

RESOLUTION 2025-04

**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 27th day of February, 2025.

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, **November 21, 2024**, at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum:

Shaman Foradi
Owais Khanani
Maria Rust

Chairperson
Vice Chairman
Assistant Secretary

Also present were:

Monica Virgen
Jay Lazarovich
Jarett Wright

District Manager, GMS
District Counsel, Latham Luna
Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Virgen called the meeting to order at 9:01 a.m. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the October 24,
2024 Board of Supervisors Meeting**

Ms. Virgen presented the minutes from the October 24, 2024 Board of Supervisors meeting. The minutes have been reviewed by staff. Ms. Virgen asked for any comments or corrections.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the Minutes of the October 24, 2024 Board of Supervisors Meeting, was approved 3-0.

FOURTH ORDER OF BUSINESS

Consideration of Service Agreements for Lighting Services with Orlando Utilities Commission

Ms. Virgen stated these agreements are putting the streetlights into the CDD’s name for the areas that have been conveyed. These can be found on pages 13-56 of the agenda package. Phase 1A, 1B and Phase 2 are listed. Mr. Lazarovich reviewed these and have no issues with it.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the Service Agreements for Lighting Services with Orlando Utilities Commission, was approved 3-0.

FIFTH ORDER OF BUSINESS

Ratification of Aquatic Plant Management Agreement with Aquatic Weed Management

Ms. Virgen noted the Board directed staff to enter into an agreement with Aquatic Weed Management at the last meeting. This memorializes that and the fees are included in the budget.

On MOTION by Mr. Khanani, seconded by Ms. Rust, with all in favor, the Aquatic Plant Management Agreement with Aquatic Weed Management, was ratified 3-0.

SIXTH ORDER OF BUSINESS

Ratification of Landscape Management Agreement with Blade Runners

Ms. Virgen noted this agreement with Blade Runners was approved at the last meeting so needs ratification by the Board. The yearly fees are included in the FY2025 adopted budget.

On MOTION by Mr. Khanani, seconded by Mr. Foradi, with all in favor, the Landscape Management Agreement with Blade Runners, was ratified 3-0.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Lazarovich had no updates for the Board but offered to take questions.

B. Engineer

Ms. Virgen noted the engineer is not in attendance today.

C. District Manager’s Report

i. Check Register

Ms. Virgen presented the check register from September 1st through September 31st from the general fund checks 116-119 totaling \$20,992.42. Immediately following is the detailed run summary with line by line of the checks that were cut. She offered to take any questions.

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

ii. Balance Sheet and Income Statement

Ms. Virgen presented the unaudited financials through September 30, 2024. These financials reflect the District funds as of the end of the Fiscal Year 2024. They are provided for informational purposes. She offered to take any questions.

D. Field Manager’s Report

Mr. Wright had no major updates other than transitioning into the new maintenance programs with the different vendors. The process for filling in the erosion areas on pond 3 & 4 has been started. Access to the pond in Phase 2 was blocked off so sodding is still an ongoing project. The pond in Phase 1 across from the amenity center is finished.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Virgen 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

SECTION A

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE FOR AMENITY POLICIES AND RATES OF THE PRESTON COVE AMENITY FACILITIES; PROVIDING THAT ALL PRIOR RULES AND FEES FOR SUCH USE, IF ANY, SHALL BE SUPERSEDED BY THESE RULES; PROVIDING FOR SEVERABILITY AND FOR EFFECTIVE DATES.

WHEREAS, the Preston Cove Community Development District (the District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida; and

WHEREAS, the District owns, operates, and provides services relating to certain amenities and facilities within the District (“Amenity Facilities”) relating to the Preston Cove Amenity Center (“Clubhouse”); and

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

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District has complied with the provisions of Chapter 190.035(2), Florida Statutes, and conducted a public hearing to address a proposed rule establishing fees for non-owners/non-residents to use the Amenity Facilities and the use of certain Clubhouse amenities and facilities; and

WHEREAS, the Board finds that the fees set forth in the proposed rules attached hereto as Exhibit “A” (the “Rules”), including the imposition of fees for Amenity Facilities, is necessary to provide for the orderly operation of the District and to compensate for the expenses associated with the operation and maintenance of the Amenity Facilities, and is in the best interest of the District.

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

Section 1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into, and form a material part of, this Resolution.

Section 2. Adoption of Rules and Associated Fees.

- (a) the Rules of the Preston Cove Community Development District, entitled, “AMENITY POLICIES AND RATES,” including the fee structure set forth therein, attached hereto as Exhibit “A” and incorporated herein, is just, equitable and uniform for users of the same class, and has been based upon (i) the service furnished; (ii) the cost of operation and maintenance of such facilities; (iii) the amounts of operations and assessments paid annually by landowners within the District, and (iv) other factors affecting the use of the facilities furnished.
- (b) The Rules attached hereto as Exhibit “A”, including the fees for use of Amenity Facilities, are hereby adopted for the purpose of providing additional revenues for the operation and maintenance of the Amenity Facilities.

Section 2. Prior Rates, Rules and Policies. Any rates, rules or policies established by the District prior to the effective date of this Resolution and pertaining to fees charged for the use of District’s Amenity Facilities, if any, are hereby superseded by this Resolution and the fees set forth in the Rules.

Section 3. 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.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 27th day of February, 2025.

Signatures continue on next page

**SIGNATURE PAGE TO RESOLUTION 2025-03
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**

Attest:

PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT

By: _____

By: _____

Name: _____
Secretary/Asst. Secretary

Name: _____
Chairman/Vice-Chairman
Board of Supervisors

Exhibit "A" – AMENITY POLICIES AND RATES

EXHIBIT "A"

RULES OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

**PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY POLICIES AND RATES

ADOPTED – FEBRUARY 27, 2025

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DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, trails, playgrounds, recreational fields and parks, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies”– shall mean these Amenity Policies and Rates of the Preston Cove Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office or on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Preston Cove Community Development District as provided in **Exhibit B** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Preston Cove Community Development District.

“Clubhouse” – shall mean the District-owned building designated for recreational use.

“District” – shall mean the Preston Cove Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean waterways within the District, including but not limited to stormwater management and control facilities.

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

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

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

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. The District does not provide any supervision with respect to the use of the Amenities, and there are inherent risks in the use of the Amenities – e.g. use may result in serious bodily injury or even death. Patrons are responsible for their actions and those of their guests. Parents and legal guardians are responsible for their minor children who use the Amenities and will be held accountable for their actions.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District’s annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident’s access privileges. Residents must complete the “Amenity Access Registration Form” prior to access or use of the Amenities, attached hereto as **Exhibit C**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring two (2) persons as Guests to the Amenities at one time. Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron’s particular household – e.g., a Patron household consisting of four people cannot bring up to two Guests each for a total of eight Guests, but instead can only bring a total of two Guests per visit on behalf of the entire household. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests’ use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests’ adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household’s access and usage privileges.*
- (6) **Renter’s Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident’s privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if a fob is lost or stolen. The lost or stolen card shall be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card, unless said Access Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.

CURRENT AMENITIES HOURS OF OPERATION

Swimming Pool and Pool Deck: 30 minutes after Dawn until 30 minutes before Dusk
Playground: Dawn until Dusk

- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic, and may not be left in a District parking lot overnight. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District. Trailers, boats, RVs, and other oversized vehicles are not permitted to park in District parking lots at any time unless specifically authorized by the District.
 - (e) **Supervision of Minors.** Minors fourteen (14) years of age or under using any Amenity or Amenity Facility other than the swimming pool or pool deck, and minors twelve (12) years of age or under using the swimming pool or pool deck, must be accompanied and supervised by an adult at least eighteen (18) years of age at all times. Please refer to the specific supervision rules governing each Amenity Facility for further guidance.
 - (f) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas, except for the District-owned fireplace/fire table.
 - (g) **Bicycles, Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields,

playground area and sidewalks surrounding these areas.

- (h) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property. District-owned barbeque grills may only be used in designated areas by an adult at least eighteen (18) years of age. Use of District-owned barbeque grills shall be used in a safe and reasonable manner; any misuse of District-owned barbeque grills may result in a loss of Amenity privileges and other disciplinary action at the sole and absolute discretion of the Board.
- (i) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (j) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
- (k) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (l) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (m) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (n) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons.
- (o) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (p) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (q) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (r) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (s) **Emergencies.** In the event of an injury or other emergency, please contact 911 first, then alert District Staff immediately.
- (t) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (u) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event.
- (v) **Security.** The Amenities, or certain areas thereof, may be under 24-hour video surveillance for security purposes.

- (w) **Use of Lakes.** Fishing in the District Lakes is strictly prohibited.
- (x) **First-Come, First-Served.** Unless otherwise stated, all Amenities are available on a first-come, first-served basis.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices and social halls), pools, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Night swimming is prohibited, which includes swimming thirty minutes after dawn or thirty minutes before dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors twelve (12) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (15) **Pool Closure.** In addition to Osceola County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.
- (19) **Swim Lessons:** All swimming instructions/lessons provided in the swimming pool area must be provided in accordance with Florida law, including the requirements set forth in Sections 514.071 and 514.072, Fla. Stat. (for example, Florida law requires certification by the American Red Cross, Y.M.C.A. or other nationally recognized aquatic training programs, and swimming instructors must hold current certifications in swimming instruction, first aid and cardiopulmonary resuscitation). In order to provide swimming instructions/lessons in the swimming pool area, an instructor must be include on the District’s “Approved Vendor List for Swimming Lessons” (a current copy of which is available by contacting the District Manager).

FITNESS CENTER POLICIES

- (1) Patrons shall comply with the posted maximum capacity in the Fitness Center.
- (2) Children under the age of fourteen (14) and under are not permitted in the Fitness Center at any time. This applies to restricting all strollers, baby carriers and children from sitting on the floor while a parent or guardian is exercising.
- (3) Teens aged fifteen (15) to seventeen (17) may use the fitness room equipment when supervised by an adult.
- (4) Rubber soled shoes that cover the entire foot are required to be worn at all times when using the Fitness Center.
- (5) Shirts must be worn at all times when using the Fitness Center.
- (6) Bathing suits and jeans are not permitted in the Fitness Center.
- (7) Food is not permitted in the Fitness Center. Plastic beverage containers are allowed, but absolutely no glass containers.
- (8) Please be considerate of other users. Wipe down equipment using the sanitary wipes provided by the Amenity Manager after each use. Return weight plates and dumbbells to the appropriate rack provided.
- (9) Cardiovascular equipment is limited to a maximum 30 minutes when people are waiting.

- (10) Using a spotter when lifting weights is recommended. The Fitness Center is not supervised and you are exercising at your own risk.
- (11) The District is not responsible for personal belongings lost or stolen in the Fitness Center.
- (12) Please limit conversations and cell phone use as a courtesy to other users.
- (13) Please report any equipment problems to the District Manager's Office Phone: (407) 841-5524.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper closed-toe footwear is required and no loose clothing, especially with strings, should be worn. No bathing suits are permitted.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
- (8) **First-Come, First Served.** The playground is available on a first-come, first-served basis. Play is limited to one (1) hour if the playground is at full occupancy and other Patrons are waiting.
- (9) **Prohibited Equipment.** Bicycles, scooters, skateboards, rollerblades, or other similar equipment are not permitted on the playground.

LAKES AND PONDS POLICIES

Lakes and ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Fishing in District Lakes is prohibited.

- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

USE AT OWN RISK; INDEMNIFICATION

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

court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnites in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnites, said Patron or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

FACILITY RENTAL POLICIES

The Amenity Facilities are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.

EXHIBIT A
DISCIPLINARY AND ENFORCEMENT RULE

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)
Effective Date: February 27, 2025

In accordance with Chapters 190 and 120 of the Florida Statutes, and on February 27, 2025, at a duly noticed public meeting, the Board of Supervisors of the Preston Cove Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. Any prior rules / policies of the District governing this subject matter are hereby rescinded.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).
2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.
3. **Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Access Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.
4. **Suspension and Termination of Rights.** The District, through its Board, District Manager, and Operation Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):
 - a. Submitting false information on any application for use of the Amenity Facilities;
 - b. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
 - c. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
 - d. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
 - e. Failing to abide by any District rules or policies (e.g., Amenity Policies);
 - f. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
 - g. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
 - h. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
 - i. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
 - j. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
 - k. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
 - l. Such person’s guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. **Authority of District Manager and Operation Manager.** The District Manager, Operation Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. Upon the Director of Amenities and Strategic Planning's assent, the District Manager, Operation Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to **Five Hundred Dollars (\$500)** in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall

not stay the suspension.

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

9. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District

has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

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

EXHIBIT B
AMENITY RATES

Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)
Effective Date: February 27, 2025

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

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.
2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Policies of the Preston Cove Community Development District, as amended from time to time.
3. **Prior Rules; Rules.** The District’s prior rules setting amenities rates are hereby rescinded. The District’s Amenity Policies, as may be amended from time to time, govern all use of the Amenities.
4. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

TYPE	RATE
Annual Non-Resident User Fee	\$4,000 (as of February 27, 2025)
Replacement Access Card	\$30.00 (as of February 27, 2025)
Administrative Fee for Rule Violation	Up to \$500
Returned Check/Insufficient Funds Fee	\$50

EXHIBIT C
AMENITIES ACCESS REGISTRATION FORM



Preston Cove Community Development District

Amenities Access Registration Form

Name: _____
(Resident listed on proof of residency)

Residential Address: _____ **Saint Cloud FL 34771**

(Within Preston Cove CDD) Street Address City State ZIP Code

Mailing Address: _____

(If different from Residential) Street Address City State ZIP Code

Phone: _____ Email: _____

Additional Resident(s): _____

(Using the amenities) _____

ACCEPTANCE:

I acknowledge that the Access Card(s) will be received by the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. I also understand that by providing this information that it may be accessed under public records laws. I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability 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.

Signature: _____ Date: _____
(Parent or Guardian if a minor)

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms and all policies, including the **Guest Policy**, in the **Amenity Policies and Rates** of the Preston Cove Community Development District.

Signature: _____ Date: _____
(Parent or Guardian if a minor)

PLEASE EMAIL THIS FORM WITH YOUR PROOF OF RESIDENCY TO:
amenityaccess@gmscfl.com

OR MAIL TO:
Preston Cove CDD
Attn: Amenity Access
219 E Livingston St
Orlando, FL 32801

FOR OFFICE USE ONLY:	
Date Received:	_____
Date Issued:	_____
Card(s):	_____
Lease Term End:	_____
<i>(For Renter(s) only)</i>	

ADDITIONAL INFORMATION REGARDING THE CDD: <https://www.PrestonCovecdd.com/>

CONTACT OUR OFFICE: Phone: (689) 500-4540 / Email: amenityaccess@gmscfl.com TO

REPORT AMENITY POLICY VIOLATIONS: Phone: (321) 248-2141

**AGREEMENT FOR INCLUSION IN THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
APPROVED VENDOR LIST FOR SWIMMING LESSONS**

Pursuant to this Agreement for Inclusion in the Preston Cove Community Development District Approved Vendor List for Swimming Lessons (the “**Agreement**”), entered on _____, _____, the Preston Cove Community Development District, a Florida community development district (“**District**”) hereby grants permission for _____ of _____, a _____ (“**Vendor**”) to be included on the District’s “Approved Vendor List for Swimming Lessons,” subject to the terms herein, which may be amended or terminated at the sole discretion of the District.

1. **General Compliance:** The District is a local unit of special-purpose government created in accordance with Ch. 190, *Fla. Stat.* Vendor agrees that it shall comply with all applicable laws, statutes, regulations, rules, policies and ordinances, including the rules adopted by the District’s Board of Supervisors related to the use of the District’s pool and other property, and all applicable requirements of the “Sunshine Law” and the “Public Records Law.” **VENDOR AGREES THAT IT SHALL COMPLY WITH ALL REQUIREMENTS FOR SWIMMING INSTRUCTORS AT PUBLIC SWIMMING POOLS INCLUDING, BUT NOT LIMITED TO, THE CERTIFICATION REQUIREMENTS SET FORTH IN SECTION 514.071, FLA. STAT. AND Section 514.072, FLA. STAT.** Vendor shall provide the District with copies of all required Certifications upon request.

2. **Use of Swimming Pool:** The Vendor understands and agrees that Vendor does not have permission to enter into the District’s swimming pool for providing swimming lessons unless a Patron (including a Non-Resident Member), as defined in the District’s Amenity Facilities Policies, adopted by the District’s Board of Supervisors on February 27, 2025, as may be amended from time to time (the “**Amenity Rule**”), has engaged/invited the Vendor through utilization of the District’s guest policy set forth in the Amenity Rule. The Vendor shall be responsible for initiating, maintaining, complying with and supervising safety precautions required under Florida law for swimming instructors.

3. **Insurance:** Vendor shall maintain a general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit per occurrence, protecting the Vendor and the District from any and all claims related to or stemming from this Agreement; the “Preston Cove Community Development District” shall be named as an additional insured on Vendor’s policy and a copy of the insurance certificate for such policy shall be provided to the District at least seven days prior to the Vendor using the District’s pool for swimming lessons.

4. **Indemnification and Waiver:** Vendor agrees that it shall indemnify, defend and hold harmless the District and the District’s officers, supervisors, agents, employees and assigns from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements), arising from or out of, or relating to, directly or indirectly, any act or omission of the Vendor, including Vendor’s agents, employees, licensees or officers, as applicable (the “**Vendor’s Representatives**”). Vendor agrees to waive any and all liability against the District related to this Agreement.

5. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the District’s sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

6. **Right to Terminate:** The District reserves the right to, immediately and without notice, in its sole discretion, terminate this Agreement and/or remove the Vendor from the District’s Approved Vendor List for Swimming Lessons.

7. **Right to Inclusion on District’s Approved Vendor List Only:** This Agreement shall not be construed as the District entering into a contract to provide swimming instructions through the Vendor but is for the limited purpose of permitting the Vendor to be included on the District’s Approved Vendor List for Swimming Lessons.

8. **Governing Law.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall occur in a court with jurisdiction in Osceola County, Florida, the Vendor and District waive trial by jury and the Vendor and District agree to submit to personal jurisdiction and venue in Osceola County, Florida.

Signed by Vendor:

Signed by Preston Cove Community Development District:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION 6

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO ESTABLISH AN ACCOUNT WITH THE STATE BOARD OF ADMINISTRATION; APPOINTING THE DISTRICT MANAGER AS ITS LEGAL REPRESENTATIVE WITH RESPECT TO SAID ACCOUNT(S) AND PROVIDING FOR THE DURATION OF SAID AUTHORIZATION

WHEREAS, the Preston Cove Community Development District (the “District”) is a local unit of special purpose government created and existing under Chapter 190, *Florida Statutes*, and situated within Osceola County, Florida; and

WHEREAS, the District finds that from time to time has funds on hand in excess of current needs; and

WHEREAS, it is in the best interest District and its landowners that said excess funds be invested to return the highest yield consistent with proper safeguards and the Districts currently adopted policies regarding the deposit of public funds.

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

1. That the District Manager, Governmental Management Services-Central Florida, LLC, (“GMS”) and its designee, as legal representative(s) of the District is hereby authorized to act as the administrator(s) for funds held at the State Board of Administration.
2. The District Manager and/or its designee shall have the authority to establish an account(s) on behalf of the District with the State Board of Administration, withdraw funds from or transmit funds to said account(s) at the State Board of Administration, establish funds transfer instructions, name designee(s), and initiate changes to this information via the Investment Pool Input Document.
3. That this authorization shall be continuing in nature until revoked by District or until a new legal representative is appointed.

PASSED AND ADOPTED this 27th day of February, 2025.

ATTEST:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 7

SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT (“Agreement”), effective as of the ____ day of February, 2025 (the “Effective Date”), between the **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **HIDDEN EYES LLC**, a Florida limited liability company, d/b/a **ENVERA SYSTEMS** (hereinafter referred to as “Contractor”), whose mailing address is 8281 Blaikie Court, Sarasota, Florida 34241.

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Security Services Agreement; and (ii) the Security Proposal dated January 13, 2025, which is incorporated by reference into this Agreement and attached hereto as Exhibit “A” (the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) Services. The term “Services” or “Work” as used in this Agreement shall be construed to include all work set forth in the Proposal and all obligations of the Contractor under this Agreement, including any addenda or special conditions. In the event of any conflict between the terms of the Proposal with the terms of this Agreement, the terms of this Agreement shall prevail.

2. SCOPE OF WORK. A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as pursuant to the Proposal attached hereto as Exhibit “A” and incorporated herein. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform the same in accordance with the terms herein. The term of this Agreement shall continue for thirty-six (36) months from the Effective Date. Following the initial term, any renewal periods shall be presented to the District’s Board of Supervisors for review and approval prior to taking effect.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Jeremy LeBrun; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION AND PAYMENTS.

(a) The District agrees to pay Contractor for the Work and the Equipment (as defined in the Proposal) as follows:

i. A monthly fee of \$657.68 for thirty (36) months for the technology including installation and corrective and preventive maintenance programs (beginning once the Equipment is installed);

ii. A two (2) month pre-payment deposit in the amount of \$1,315.36;

iii. Notwithstanding the sales tax listed in the Proposal, Contractor acknowledges and agrees that the District is a local unit of special purpose government and therefor exempt from paying sales tax.

(b) Upon the termination of this Agreement (or upon earlier termination in accordance with this Agreement), the District shall own the Equipment with no additional payment required for such Equipment. The District and Contractor agree to execute a Bill of Sale in a form mutually agreeable to the parties for the Equipment.

(c) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Work performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be

entitled to compensation for Work outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(d) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work and reduced compensation shall be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary employees, training, equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Services which are to be performed; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

(c) The contract warrants to the District that all employees shall be properly trained prior to performing any services to the District.

(d) Contractor agrees to provide the District a complete copy of the District's data, photos, and other information, without additional charge, through a downloadable zip file each month. Such data shall be maintained and transferred in a reasonably non-proprietary format so as to allow the District perpetual access to data without use of Contractor's proprietary product(s). Contractor further agrees that it shall not destroy any documents or data of the District, until the receipt of such zip file is confirmed by the District.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, training, licensing, compensation, insurance, benefits, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employees on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the

subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all licenses, permits or other approvals required for its performance of the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through security zones and entrances, and handling and use of materials, vehicles, and equipment, as applicable.

(b) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, legal requirements, traffic safety, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that Contractor and all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(c) Contractor will furnish, at its expense, uniforms and all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to the District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT JLEBRUN@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E.

**LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION:
DISTRICT PUBLIC RECORDS CUSTODIAN.**

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$2,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$1,000,000 per occurrence;

(iv) Employers liability, with a minimum coverage level of \$1,000,000;
and

(v) Umbrella excess liability coverage in an amount of \$2,000,000 combined single limit.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees 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 (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by

performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordination of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by overnight delivery service or courier service with delivery confirmation, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Preston Cove Community Development District
c/o Governmental Management Services–Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: Jeremy LeBrun, District Manager

Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

If to Contractor: Hidden Eyes LLC, d/b/a Envera Systems
4171 W Hillsboro Blvd Ste 2,
Coconut Creek, FL 33073
Attention: _____
Telephone: () ____ - _____

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties of the Agreement for injunctive relief, for an alleged breach or default of, or any other action arising out of the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such

party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors-in-interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. PUBLIC ACCESS.

(a) Contractor understands, acknowledges and consents to the following: (1) the amenity center is owned by the District; (2) for several reasons, the amenity entrances are required to remain open and accessible to the public at all times, except where a non-resident user fee has been adopted and implemented by the District's Board of Supervisors; (3) all members of the public must be granted access to the District's amenity center; (4) no member of the public may be turned away from entering the District's amenity center; and (5) although identification may be requested, failure to produce such identification will not prohibit any member of the public from entry into the District's amenity center.

(b) Contractor shall be responsible for training its employees, officers, professionals, or any other agents of Contractor regarding the public access requirements specified herein. The Contractor shall regularly ensure and confirm that the employees, officers, professionals, or any other agents of Contractor providing any gate security are aware that members of the general public must be granted access to the amenity center. **NO MEMBERS OF THE PUBLIC SHOULD BE TURNED AWAY UNDER ANY CIRCUMSTANCES – ALL INDIVIDUALS MUST BE ALLOWED ON THE DISTRICT'S PUBLIC AMENITY CENTER.**

28. COUNTERPARTS. This Agreement may be executed in any number of

counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
SECURITY SERVICES AGREEMENT**

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: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

HIDDEN EYES LLC, a Florida limited
liability company, d/b/a **ENVERA
SYSTEMS**

By: _____
Print: _____
Title: _____

EXHIBIT "A"

Proposal

[ATTACHED]



ENVERA SERVICES AGREEMENT

"Client": Preston Cove Community Development District

"Community": Preston Cove

"Premises": Amenities: Preston Cove Dr., St. Cloud, Florida 34771

"Services": Active Video Surveillance; Access Control

"Notices": To Envera: Envera Systems, 4171 W Hillsboro Blvd Ste 2, Coconut Creek, FL 33073, info@enverasystems.com

To Client: Preston Cove Community Development District, 219 E Livingston St, Orlando, Florida 32801

Agreement Date: 1/13/2025

Agreement Number: 00003014

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Agreement Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 **SERVICES TO BE FURNISHED.** Envera will furnish the following services ("Services") to the Community for the property located at the Premises, as such services are selected above, and subject to the limitations and conditions set forth below in this Agreement:
 - 1.1 Virtual Gate Guard: Envera will install equipment on the Client's Premises to allow for the provision of Monitoring Services and if applicable the gates on the Premises and Database Services (as defined below) in accordance with the Service Level Commitment found at <https://enverasystems.com/servicelevel-v1/>.
 - 1.2 Guard Module Software: Envera will provide the Client with a software license to allow the Client's live guards to access the Security System. If this option is selected, the parties agree to be bound by all of the terms and conditions contained in the "Guard Module Software Agreement" located at <https://enverasystems.com/guardmodule-v1>.
 - 1.3 Active Video Surveillance: Envera will install cameras with advanced analytics or sensors to provide Monitoring Services to the Premises, and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
 - 1.4 Passive Video Surveillance: Envera will install specialized cameras to record activity on the Premises and store video footage via a network video recorder, and will download requested videos and provide to the Client; active monitoring of video activity is not included.
 - 1.5 Access Control: Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or bio-metric identifiers (to be specified by Client prior to installation), and will provide Database Services relating to same if selected by the Client.
 - 1.6 Alarm Monitoring: Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises, and provide Monitoring Services of same. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Client's post orders which the Client shall complete after the Agreement is executed.
 - 1.7 "Monitoring Services" shall mean remote central station monitoring of the motion sensors, alarm sensors, and if applicable the gates on the Premises.
 - 1.8 "Database Services" shall mean assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with Virtual Gate Guard Services and/or Access Control Services.
 - 1.9 "Repair and Maintenance Services" shall mean maintenance of, and repairs to, the Security System during the term of this Agreement, and shall only be provided if the Client elects to receive those services above. References in this Agreement to the "Security System" shall include all equipment that is installed to provide the Services, as reflected in Exhibit A.
 - 1.10 The Services shall consist only of the performance of the tasks expressly set forth in this Agreement. The Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. No services will be considered added unless and until both parties have executed an addendum hereto. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Security System. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for the failure of any of such transmissions. Envera assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System. Envera shall order a primary dedicated internet line on the Client's behalf, with appropriate specifications, and Client agrees that invoices for the connection will be sent to the Client's address identified above. In the event that Virtual Gate Guard Services have been ordered, the Client shall provide a secondary hard-lined internet connection with static IP address and at least 3Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider. The Client shall be responsible for payment of any fees relating to internet connections ordered hereunder. The Client understands that the performance of a wireless SIM connection is of variable quality. If Envera chooses to assist the Client in obtaining a backup internet connection to serve the Security System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection, and Client agrees that invoices for the backup connection will be sent to the Client's address identified above. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2 TERM.

- 2.1 Following execution of this Agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Security System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information required to produce the Client's database, the Commencement Date shall be the date on which Envera provides notice to Client that the Security System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.
- 2.2 The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.

~~2.3 After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.~~

3 TERMINATION.

- 3.1 Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 9 below.
- 3.2 Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- 3.3 Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 10 below.
- 3.4 Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4 COMPENSATION.

- 4.1 The Client agrees to pay Envera the following fees, which are set forth in the Description of Security System and Installation Fee attached as Exhibit "A" and the Schedule of Fees attached hereto as Exhibit "B" (collectively the "Service Rates");
- 4.1.1 The Monitoring and Database Services Rates. The parties agree that, to the extent that Virtual Gate Guard Services have been ordered, the Monitoring and Database Service rates that are currently identified on Exhibit "B" are based on the Client's representation that the number of addresses listed are a true representation of existing addresses in the Community that will be registered with Envera. If a greater number of addresses is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit "B", with such increase to take place in the month following the registration.
- 4.1.2 The Service & Maintenance Plan Rates.
- 4.1.3 The Standard Rates, which apply when Client has declined to receive Repair and Maintenance Services, or is otherwise responsible for a repair. Please refer to <https://enverasystems.com/standardrates/> for Envera's current rates.
- 4.1.4 The Installation Fee.
- 4.1.5 Video Pull Fees. No fees are charged for video pulls relative to Virtual Gate Guard Services, Passive Video Surveillance Services or Active Video Surveillance Services, however one-time fees, as described at <https://enverasystems.com/video retrieval/>, are chargeable for any video pulls which are requested in a non-native format, or which require greater than one hour to locate.
- 4.1.6 Guard Module Software Fee. A monthly fee payable for the licensing of Envera's Guard Module Software.
- 4.1.7 Client acknowledges that sales tax at the applicable rate shall be payable in addition to the rates set forth on Exhibit "B", and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Security System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
- 4.2 Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- 4.3 The Service Rates shall increase automatically by 5% on each yearly anniversary of the Commencement Date. Each such change in the Service Rates shall be reflected on the Client's invoice for the month in which the Service Rate change occurs. Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect, which increase will be in addition to the automatic increase identified above.
- 4.4 Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the Services, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- 4.5 The Monitoring and Database Service Rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Security System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Security System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Security System is not functioning and ending when Envera has repaired or serviced the Security System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Security System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Security System that does not result in a suspension of the Monitoring Services.

5 LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- 5.1 Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above, and further described in this Agreement. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, if such obligation is set forth in this Agreement.
- 5.2 Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this Agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, with such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5.2.
- 5.3 If the Repair and Maintenance Services are ordered by Client, and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide Standard maintenance and repair services without additional charge to Client for the Primary Period of the Agreement. For the purposes of this Agreement, "Standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time during the Primary Period in connection with a Standard maintenance and repair service, Envera will not charge for labor or system parts and materials. During any Renewal Period, if the Client has elected to receive the Repair and Maintenance Services, any Standard Maintenance and Repair Services conducted by Envera shall be conducted without charge to the Client for Envera's labor, and with any replacement equipment, part, or third-party vendor costs charged to the Client without mark-up. In the event that the Client is receiving Virtual Gate Guard Services, Envera will repair or replace ground loops and related equipment during the 90 day period following the Commencement Date, provided that the ground loop and related equipment was installed by Envera. If the equipment was installed by an entity other than Envera, or the 90 day period has elapsed, Envera will charge the Standard Rates for labor relative to ground loops, and will pass through to the Client its actual cost for any parts, equipment, or third party invoice which is incurred for such repair or replacement. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is Standard or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5.4 below. In the event that the Client has not elected to receive the Repair and Maintenance Services, it shall be charged Envera's Standard Rates.
- 5.4 Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered Standard and related costs shall be the responsibility of Client at the Standard Rates: accident; vandalism; flood; water; lightning; fire intrusion; abuse; misuse; an act of God; any casualty, including electricity; unauthorized repairs, modification or improper installation by the Client; or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.

- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.2 HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
- 5.6 It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Security System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Security System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
- 6 **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Security System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
- 7 **EQUIPMENT.** Client acknowledges that, if it is receiving Virtual Gate Guard Services, the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. The Client shall own the rest of the components of the Security System, however Envera will retain a security interest in such equipment until the Installation Fee has been paid. Envera may remove the Envera Kiosk System™ upon termination of the Agreement, without the obligation to repair or redecorate any portion of the Client's Premises, and the Client agrees to permit access for that purpose. Envera's removal of property shall not constitute a waiver of the right to collect any amounts that it is due.
- 8 **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the network video recorder on the Client's Premises for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will: (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers.
- 9 **DEFAULT.**
- 9.1 Default by Client. Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 10 below.
- 9.2 Default by Envera. Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 10 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
- 10 **DAMAGES.**
- 10.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10.2 In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 9.1 above, Client shall pay to Envera one hundred percent (100%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period (or, if the Primary Period has not yet commenced, 100% of the amount which would have been due for the Primary Period, had it commenced), as applicable (the "Liquidated Damages"), in addition to any other amounts then owing. Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement.
- 10.3 In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4.1.1 above.
- ~~11 **INDEMNIFICATION.**~~
- ~~11.1 To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, lawsuits, damages or losses asserted by third parties (the "Claims") that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), whether active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.~~
- 11.2 Envera agrees to and shall indemnify, defend and hold harmless Client from and against Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
- 12 **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.

- 13 **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested; by facsimile; or by electronic mail to the parties, as set forth in the "Notices" section on the first page hereof. Change of address may be designated by appropriate notice similarly given to the other party herein.
- 14 **LIVE GUARD SERVICES.** In the event that Client retains any third-party live guard service, Envera shall have no responsibility for the actions of such live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 11 above shall expressly extend to and include any and all Claims relating to actions or omissions of any live guard.
- 15 **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
- 16 **MISCELLANEOUS.**
- 16.1 In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals. Moreover, if Envera must take any action to collect any amounts owed hereunder it shall be entitled to its costs of collection, including attorney fees.
- 16.2 This Agreement will be construed and enforced in accordance with Florida law.
- 16.3 This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- 16.4 If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- 16.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronic transmission and electronic signatures are acceptable to bind the parties.
- 16.6 The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- 16.7 If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
- 16.8 Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
- 16.9 This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
- 16.10 The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Agreement Date set forth on the first page hereof.

CLIENT:	HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND INSTALLATION FEE

Equipment installed under Agreement No. 2996.

Total Installation Fee: \$0.00

50% Installation Fee Due prior to Install of Security System: \$0.00

40% Installation Fee Due within 5 days of Envera advising Client that installation of the Security System has begun: \$0.00

Remaining Balance of Installation Fee Due within 5 days of Envera advising Client that installation of Security System is complete

EXHIBIT "B" - SCHEDULE OF FEES

Pool - Active Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
4	Actively Monitored Outdoor Camera	\$50.00	\$200.00
1	Service & Maintenance Plan	\$161.24	\$161.24
Pool - Active Video Surveillance TOTAL:			\$361.24

Amenity - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$250.00	\$250.00
1	Service & Maintenance Plan	\$46.44	\$46.44
Amenity - Access Control TOTAL:			\$296.44

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$657.68

~~7.50% Sales Tax: \$49.33~~

~~Total Monthly Service Rates with Sales Tax: \$707.01~~

2 Month Pre-Payment Deposit Due: \$1,414.01

SECTION 8



KATRINA SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Preston Cove CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Preston Cove CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2025** and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Signature: _____

Print: Katrina S. Scarborough

Date: _____

2/5/2025

Preston Cove CDD

Signature: _____

Print: _____

Title: _____

Date: _____

Jeremy LeBrun
District Manager
12/17/24

Please return signed **original copy**, no later than January 31, 2025

SECTION 9

SECTION C

SECTION I

Preston Cove Community Development District

Check Register Summary

January 1, 2025 to January 31, 2025

Bank	Date	Check No.'s		Amount
General Fund	1/14/25	134-137	\$	352,881.30
			\$	352,881.30

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/14/25	00018	1/09/25	01092025	202501	300	20700	10000		11.22 FY25 ASSESSMENTS	*	10,701.13		
		1/09/25	01092025	202501	300	20700	10000		12.11 FY25 ASSESSMENTS	*	212,800.03		
		1/09/25	01092025	202501	300	20700	10000		12.20 FY25 ASSESSMENTS	*	5,834.66		
		1/09/25	01092025	202501	300	20700	10000		01.09 FY25 ASSESSMENTS	*	104,727.76		
PRESTON COVE CDD C/O US BANK											334,063.58	000134	
1/14/25	00022	12/23/24	18818	202412	320	53800	47000		DEC LAKE MAINTENANCE	*	950.00		
AQUATIC WEED MANAGEMENT, INC.											950.00	000135	
1/14/25	00023	1/01/25	4059789	202501	320	53800	46100		JAN LANDSCAPE MAINTENANCE	*	11,000.00		
BLADE RUNNERS COMMERCIAL											11,000.00	000136	
1/14/25	00006	1/01/25	54	202501	310	51300	34000		JAN MANAGEMENT FEES	*	3,333.33		
		1/01/25	54	202501	310	51300	35200		JAN WEBSITE ADMIN	*	105.00		
		1/01/25	54	202501	310	51300	35100		JAN INFO TECH	*	157.50		
		1/01/25	54	202501	310	51300	31300		JAN DISSEM AGENT SERVICES	*	437.50		
		1/01/25	54	202501	310	51300	42000		POSTAGE	*	21.89		
		1/01/25	55	202501	320	53800	34100		JAN FIELD MANAGEMENT	*	1,312.50		
		1/01/25	55	202501	320	53800	46300		EXALT DEPOSIT POND EROSN	*	1,500.00		
GOVERNMENTAL MANAGEMENT SERVICES											6,867.72	000137	
TOTAL FOR BANK A											352,881.30		
TOTAL FOR REGISTER											352,881.30		

SECTION II

Preston Cove
Community Development District

Unaudited Financial Reporting
January 31, 2025



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4	<hr/> <u>Capital Projects Fund - Series 2022</u>
5	<hr/> <u>Month to Month</u>
6	<hr/> <u>Assessment Receipt Schedule</u>
7	<hr/> <u>Long Term Debt Schedule</u>
8	<hr/> <u>Assessment Receipt Schedule</u>

Preston Cove
Community Development District
Combined Balance Sheet
January 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 485,969	\$ -	\$ -	\$ 485,969
Due from Developer	\$ -	\$ -	\$ -	\$ -
Due from Debt Service	\$ 24,682	\$ -	\$ -	\$ 24,682
Assessment Receivable	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ 179	\$ -	\$ 179
Prepaid Expense	\$ -	\$ -	\$ -	\$ -
Investments:				
<u>Series</u>				
Reserve	\$ -	\$ 670,238	\$ -	\$ 670,238
Revenue	\$ -	\$ 392,045	\$ -	\$ 392,045
Capitalized Interest	\$ -	\$ 15	\$ -	\$ 15
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 35,136	\$ 35,136
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 510,651	\$ 1,062,477	\$ 35,136	\$ 1,608,263
Liabilities:				
Accounts Payable	\$ 1,681	\$ -	\$ -	\$ 1,681
Due to Debt Service	\$ 179	\$ -	\$ -	\$ 179
Due to Developer	\$ 24,682	\$ -	\$ -	\$ 24,682
Due to Capital Projects	\$ -	\$ -	\$ -	\$ -
Due to General Fund	\$ -	\$ 24,682	\$ -	\$ 24,682
Developer Advance	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 26,542	\$ 24,682	\$ -	\$ 51,224
Fund Balance:				
Assigned For:				
Debt Service - Series 2022	\$ -	\$ 1,037,795	\$ -	\$ 1,037,795
Restricted For:				
Capital Projects - Series 2022	\$ -	\$ -	\$ 35,136	\$ 35,136
Unassigned	\$ 484,109	\$ -	\$ -	\$ 484,109
Total Fund Balances	\$ 484,109	\$ 1,037,795	\$ 35,136	\$ 1,557,039
Total Liabilities & Fund Balance	\$ 510,651	\$ 1,062,477	\$ 35,136	\$ 1,608,263

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
Revenues:				
Assessments - On Roll	\$ 388,556	\$ 347,233	\$ 347,233	\$ -
Assessments - Direct	\$ 52,741	\$ 26,370	\$ -	\$ (26,370)
Developer Contributions	\$ 244,692	\$ -	\$ -	\$ -
Total Revenues	\$ 685,989	\$ 373,603	\$ 347,233	\$ (26,370)
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ -	\$ 4,000
FICA Expense	\$ 918	\$ 306	\$ -	\$ 306
Engineering	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Attorney	\$ 25,000	\$ 8,333	\$ 5,224	\$ 3,110
Annual Audit	\$ 4,100	\$ 4,100	\$ -	\$ 4,100
Assessment Administration	\$ 5,565	\$ 5,565	\$ 5,565	\$ -
Arbitrage	\$ 450	\$ 450	\$ -	\$ 450
Dissemination	\$ 5,250	\$ 1,750	\$ 1,750	\$ -
Trustee Fees	\$ 4,500	\$ 1,684	\$ 1,684	\$ -
Management Fees	\$ 40,000	\$ 13,333	\$ 13,333	\$ 0
Information Technology	\$ 1,890	\$ 630	\$ 630	\$ -
Website Maintenance	\$ 1,260	\$ 420	\$ 420	\$ -
Telephone	\$ 300	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 800	\$ 267	\$ 63	\$ 203
Insurance	\$ 6,149	\$ 6,149	\$ 5,814	\$ 335
Printing & Binding	\$ 700	\$ 233	\$ -	\$ 233
Legal Advertising	\$ 8,000	\$ 2,667	\$ 209	\$ 2,458
Other Current Charges	\$ 2,200	\$ 733	\$ 317	\$ 416
Office Supplies	\$ 500	\$ 167	\$ 0	\$ 166
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 134,757	\$ 56,062	\$ 35,184	\$ 20,878

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<i>Operation and Maintenance</i>				
Field Expenses				
Field Management	\$ 15,750	\$ 5,250	\$ 5,250	\$ -
Landscape Maintenance	\$ 150,000	\$ 50,000	\$ 50,341	\$ (341)
Landscape Contingency	\$ 5,000	\$ 1,667	\$ 600	\$ 1,067
Lake Maintenance	\$ 15,062	\$ 5,021	\$ 4,050	\$ 971
Streetlights	\$ 103,400	\$ 34,467	\$ 416	\$ 34,051
Electric	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Water & Sewer	\$ 2,400	\$ 800	\$ 507	\$ 293
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 3,000	\$ 1,000	\$ 2,325	\$ (1,325)
Irrigation - Usage	\$ 30,000	\$ 10,000	\$ 10,302	\$ (302)
General Repairs & Maintenance	\$ 20,000	\$ 6,667	\$ -	\$ 6,667
Contingency	\$ 10,000	\$ 3,333	\$ -	\$ 3,333
Subtotal	\$ 359,612	\$ 119,871	\$ 73,790	\$ 46,080
Amenity Expenses				
Staffing	\$ 75,000	\$ 25,000	\$ -	\$ 25,000
Property Insurance	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Amenity-Electric	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Amenity-Water	\$ 6,000	\$ 2,000	\$ -	\$ 2,000
Dues, License, Permits	\$ 500	\$ 167	\$ -	\$ 167
Cable/Internet	\$ 2,400	\$ 800	\$ -	\$ 800
Pest Control	\$ 720	\$ 240	\$ -	\$ 240
Janitorial Services	\$ 12,000	\$ 4,000	\$ -	\$ 4,000
Security Services	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Pool Maintenance	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Amenity Repairs & Maintenance	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Special Events	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Holiday Decorations	\$ 2,500	\$ 833	\$ -	\$ 833
Amenity Contingency	\$ 15,000	\$ 5,000	\$ -	\$ 5,000
Subtotal	\$ 191,620	\$ 77,207	\$ -	\$ 77,207
Total O&M Expenses:	\$ 551,232	\$ 197,077	\$ 73,790	\$ 123,287
Total Expenditures	\$ 685,989	\$ 253,139	\$ 108,975	\$ 144,165
Excess Revenues (Expenditures)	\$ -		\$ 238,258	
Fund Balance - Beginning	\$ -		\$ 245,851	
Fund Balance - Ending	\$ -		\$ 484,109	

Preston Cove

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
Revenues:				
Assessments - On Roll	\$ 670,238	\$ 334,064	\$ 334,064	\$ -
Assessments - Direct	\$ -	\$ -	\$ -	\$ -
Interest	\$ 20,000	\$ 5,000	\$ 12,211	\$ 7,211
Total Revenues	\$ 690,238	\$ 339,064	\$346,274	\$ 7,211
Expenditures:				
Interest Expense 11/1	\$ 221,556	\$ 221,556	\$ 221,556	\$ -
Principal Expense 5/1	\$ 230,000	\$ -	\$ -	\$ -
Interest Expense 5/1	\$ 221,556	\$ -	\$ -	\$ -
Total Expenditures	\$ 673,113	\$ 221,556	\$ 221,556	\$ -
Other Financing Sources:				
Transfer In/(Out)	\$ -	\$ -	\$ (9,578)	\$ (9,578)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (9,578)	\$ (9,578)
Excess Revenues (Expenditures)	\$ 17,125		\$ 115,141	
Fund Balance - Beginning	\$ 266,799		\$ 922,654	
Fund Balance - Ending	\$ 283,924		\$ 1,037,795	

Preston Cove
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 410	\$ 410
Total Revenues	\$ -	\$ -	\$ 410	\$ 410
Expenditures:				
Capital Outlay - Construction	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources:				
Transfer In/(Out)	\$ -	\$ -	\$ 9,578	\$ 9,578
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 9,578	\$ 9,578
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 9,988	
Fund Balance - Beginning	\$ -		\$ 25,148	
Fund Balance - Ending	\$ -		\$ 35,136	

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 2025

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

Date	Distribution	Gross Amount	Discount/Penalty	Commision	Interest	Net Receipts	50%		100%
							General Fund	Debt Service	Total
10/31/24	ACH	\$ 6,267.62	\$ -	\$ -	\$ 435.19	\$ 6,702.81	\$ 6,702.81	\$ -	\$ 6,702.81
11/22/24	ACH	\$ 22,489.54	\$ (899.60)	\$ -	\$ -	\$ 21,589.94	\$ 10,888.81	\$ 10,701.13	\$ 21,589.94
12/11/24	ACH	\$ 447,220.99	\$ (17,888.59)	\$ -	\$ -	\$ 429,332.40	\$ 216,532.37	\$ 212,800.03	\$ 429,332.40
12/20/24	ACH	\$ 12,208.57	\$ (436.92)	\$ -	\$ -	\$ 11,771.65	\$ 5,936.99	\$ 5,834.66	\$ 11,771.65
1/9/25	ACH	\$ 217,826.80	\$ (6,534.44)	\$ -	\$ -	\$ 211,292.36	\$ 106,564.60	\$ 104,727.76	\$ 211,292.36
1/28/25	ACH	\$ 607.14	\$ -	\$ -	\$ -	\$ 607.14	\$ 607.14	\$ -	\$ 607.14
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -
Total		\$ 706,620.66	\$ (25,759.55)	\$ -	\$ 435.19	\$ 674,593.49	\$ 347,232.72	\$ 334,063.58	\$ 681,296.30

88%	Net Percentage Collected
\$ 95,820.81	Balance Remaining To Collect

DIRECT BILL ASSESSMENTS

Starlight Homes							
				Net Assessments	\$ 101,179.34	\$ -	\$ 101,179.34
2025-02							
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2022 Debt Service	
	11/1/24		\$ 50,589.67	\$ -	\$ -	\$ -	
	2/1/25		\$ 25,294.84	\$ -	\$ -	\$ -	
	5/1/25		\$ 25,294.84	\$ -	\$ -	\$ -	
			\$ 101,179.35	\$ -	\$ -	\$ -	

DIRECT BILL ASSESSMENTS

Elevation Preston Cove, LLC						
				Net Assessments	\$ 239,939.59	\$ 239,939.59
2025-01						
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2022 Debt Service
	11/1/24		\$ 18,548.48	\$ -	\$ -	\$ -
	2/1/25		\$ 9,274.24	\$ -	\$ -	\$ -
	3/1/25		\$ 137,933.00	\$ -	\$ -	\$ -
	5/1/25		\$ 9,274.24	\$ -	\$ -	\$ -
	9/1/25		\$ 64,909.64	\$ -	\$ -	\$ -
			\$ 239,939.60	\$ -	\$ -	\$ -

SECTION D

Preston Cove CDD

Field Management Report



February 27th, 2024

Jarett Wright

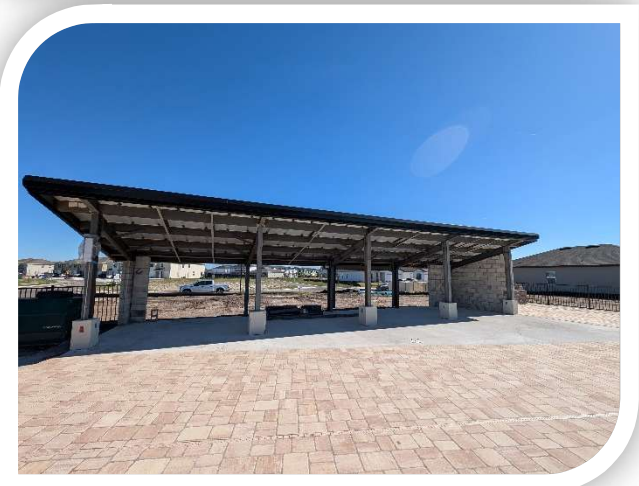
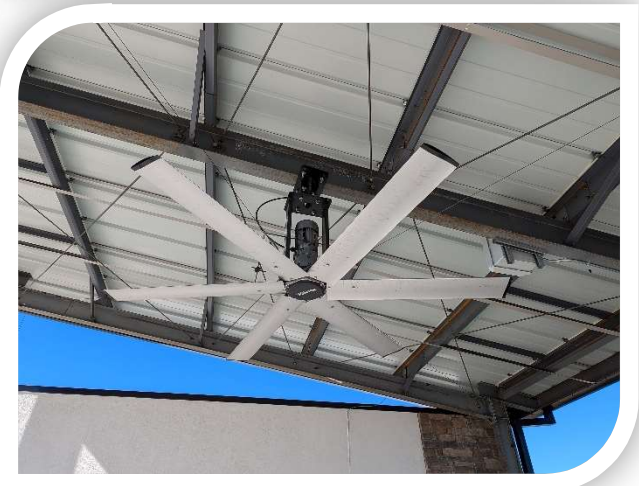
Field Manager

GMS

Site Items

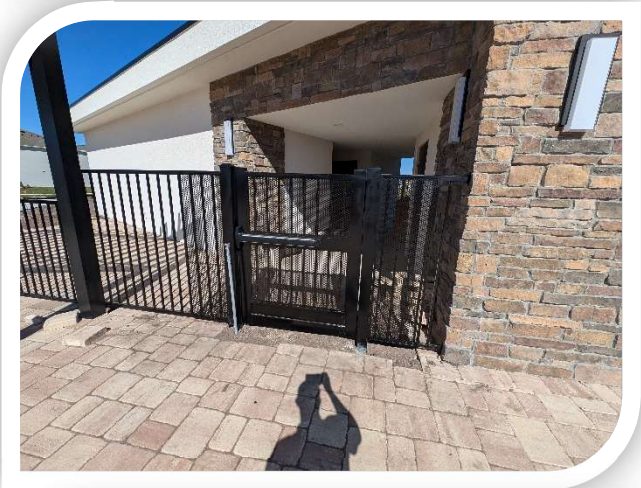
Amenity Completion Update

- ✚ The playground equipment and shade structure have been installed.
- ✚ The amenity center and pool are nearing completion. Gathering quotes for any necessary maintenance contracts.



Site Items

Amenity Completion Update



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