

*Preston Cove  
Community Development District*

*Meeting Agenda  
February 3, 2026*

# AGENDA

*Preston Cove*  
*Community Development District*

---

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

January 27, 2026

**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 **Tuesday, February 3, 2026 at 10:30 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. Approval of Minutes of the December 17, 2025 Board of Supervisors Meeting
4. Discussion Related to Status of Completion Items
5. Discussion of South Florida Water Management District Consent Order
6. Consideration of Resolution 2026-03 Approving Conveyance of Phase 3
7. Ratification of Data Sharing and Usage Agreement with Osceola County Property Appraiser
8. 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
    - i. Consideration of Proposal for Clubhouse Landscaping Enhancement from Blade Runners
9. Other Business
10. Supervisors Requests
11. 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

# MINUTES

**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 Wednesday, **December 17, 2025**, at 9:51 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum:

Owais Khanani  
Paul Roth  
Maria “MJ” Sanchez

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Jeremy LeBrun  
George Flint  
Jay Lazarovich  
Shawn Hindle  
Michael Candiotti  
James Visconti  
Jarett Wright  
Ashley Hilyard

District Manager, GMS  
District Manager, GMS  
District Counsel, Latham Luna  
District Engineer  
Developer’s Counsel  
Elevation Development  
Field Manager, GMS  
GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. LeBrun called the meeting to order at 9:19 a.m. Three Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oath of Office to Newly Elected Supervisors**

Mr. LeBrun noted that he had administered the oath of office to Owais Khanani and Paul Roth prior to the meeting.

**A. Consideration of Resolution 2026-01 Canvassing and Certifying the Results of the Landowners' Election**

Mr. LeBrun stated that this resolution is canvassing and certifying the results of the landowner's election. The results of that election are as follows; Owais Kanani received 100 votes for seat 1. Paul Roth received 100 votes for seat 2. And Loubna Kaboune received 99 votes for seat 5. Mr. Roth and Mr. Khanani will serve four-year terms and Loubna Kaboune will serve a two-year term.

On MOTION by Mr. Khanani, seconded by Ms. Sanchez, with all in favor, Resolution 2026-01 Canvassing and Certifying the Results of the Landowners' Election, was approved 3-0.

**B. Election of Officers**

Mr. LeBrun stated that they have an appointment or an election of officers, they also do a resolution to put those officers in the Chair, Vice Chair, and Assistant Secretary spots.

**C. Consideration of Resolution 2026-02 Electing Officers**

Board consensus was to elect Mr. Khanani as Chairman, Mr. Roth as Vice Chairman, and the remaining three Board members as Assistant Secretaries. Mr. LeBrun asked to keep the other officers the same; Jeremy LeBrun as Assistant Secretary, Jill Burns as Treasurer, Katie Costa and Daring Mossing Sr. as Assistant Treasurers, and then George Flint as Secretary.

On MOTION by Mr. Khanani, seconded by Ms. Sanchez, with all in favor, Resolution 2026-02 Electing Officers as slated above, was approved 3-0.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the September 25, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the November 14, 2025 Landowners' Meeting**

Mr. LeBrun presented the minutes from the September 25, 2025 Board of Supervisors meeting and the acceptance of the minutes of the November 14, 2025 landowners meeting. He asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Khanani, seconded by Ms. Sanchez, with all in favor, the Minutes of the September 25, 2025 Board of Supervisors Meeting and Acceptance of Minutes of the November 14, 2025 Landowners' Meeting, were approved 3-0.

**FIFTH ORDER OF BUSINESS**

**Ratification of Fencing Services Agreement with All-Rite Fence Services, LLC**

Mr. LeBrun reviewed the Fencing Services Agreement with All-Rite Fence Services, LLC. Mr. Wright stated that this was for fencing that was inside the pool area going around the pool pumps and electrical stuff there so people can't get into it. There's a small area that juts out in the fence that had electrical equipment. We had that fenced off with a gate as well.

On MOTION by Mr. Khanani, seconded by Ms. Sanchez, with all in favor, the Fencing Services Agreement with All-Rite Fence Services, LLC, was ratified 3-0.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Lazarovich stated that two demand letters were sent out: one to the developer and one to the District engineer. They went out yesterday. We were put on notice of a couple deficiencies. Certain turnover tracts in phases one and two. We, in consultation with the District engineer, had these letters sent out. Tax exempt bonds were requisitioned for these improvements. So we believe that it was in the best interest of the District to have these sent out. Prior to the meeting, there was some discussion with the developer and engineer and there should be further discussions on how to remedy these open issues. We just wanted to bring this to the Board's attention. Other than that, just a reminder that your ethics training is due by the end of the year. You'll have to certify that in July. Mr. Flint stated that they had a very productive meeting with the developer and District engineer prior to the Board meeting and believe that they have a path forward to resolve these issues. He stated that they're going to have several follow up meetings in the next week on this.

**B. Engineer**

Mr. Hindle had nothing additional to report.

**C. District Manager's Report**

**i. Check Register**

Mr. LeBrun presented the check register totaling \$36,387.64 and offered to answer any Board questions. There being no questions, there was a motion of approval.

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

**ii. Balance Sheet and Income Statement**

Mr. LeBrun presented the unaudited financials through November 30, 2025. There was no action required, and this item was presented for Board information.

**D. Field Manager's Report**

**i. Consideration of Proposal for Clubhouse Landscaping Enhancement from Blade Runners**

Mr. Wright stated that they are finalizing the deficiency punch list with the builder for the Amenity Center. They had their crew there the week prior doing all the repairs as well as pressure washing. We'll be on site tomorrow to review everything with a planned opening date of the amenity center for Monday of next week as long as there's no major things that stand out to us. If any additional cleanings are needed, just to make the place look nice, we'll have that done on Friday and we should be ready to go for Monday. The access cards were mailed out to the residents who had applied and we still have our signage out there for any residents looking for access, they can send email off to our amenity team.

Mr. Wright stated the ADA chairlift and the fencing were installed and those have been signed off and passed inspections. We did gather some proposals for adjusting the landscaping around the amenity center. Some of it is in rough shape, some of it is not aesthetically pleasing. So we came up with an alternative for a big area that is right in front of the building, you have a big open bed that's just pine straw and it's built on a slope. Anytime it rains, that pine straw washes away and you have open areas where it's just exposed dirt. You also have a wooden gate that leads from the building there. With the gate, I would need to know what our intentions are if do we want

to keep it as a gate, do we want to seal it to where nobody can go in through it? Right now there's no path to get to it so it really depends on how we want to proceed there. The idea would be to change some of this landscaping out and add some rocks in, some agaves, some plants that don't need a lot of water, and remove a lot of the drip line. That's going to save you money on maintenance down the road, and it's just going to look better. Mr. Roth stated that gate is emergency access only and should be kept locked.

Mr. Wright stated we do have a couple trash cans that we had from another facility that are in good shape. We're going to bring those over and install them around the pool. We did have a question about umbrellas, is there a desire to have those on the pool deck? Right now there are none, if you want six umbrellas with base stands, you're looking at about \$3,000 with installation. Mr. Roth stated if they were not in the original plan, then they don't need to add them.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

Mr. LeBrun adjourned the meeting.

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

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

# SECTION 5



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 23, 2025

Owais Khanani  
Elevation Preston Cove, LLC  
189 S Orange Avenue Ste 1550-S  
Orlando, FL 32801  
**CERTIFIED MAIL NO. 7020 0640 0000 5303 1018**

***Delivered via email***

Zack Sawyer  
Starlight Homes Florida, LLC  
1064 Greenwood Boulevard Suite 124  
Lake Mary, FL 32746  
**CERTIFIED MAIL NO. 7020 0640 0000 5303 1025**  
**See Distribution List for Additional Recipients**



**Subject: Sunbridge Creek Dewatering  
Consent Order  
Enforcement Case No. 23328  
Environmental Resource Permit (ERP) No.: 49-102591-P  
Osceola County**

Dear Messrs. Khanani, Sawyer and Foradi:

As discussed with South Florida Water Management District (District) staff and Cameron Hindle P.E. with Hanson Walter and Associates Inc. on December 17, 2025, a Consent Order (Order) settling the outstanding enforcement issues regarding the above-referenced violation is enclosed. The previous version of the Order dated June 2, 2025 had to be revised after it was issued on June 9, 2025 since ERP Application No. 251006-57759 to transfer the ERP to the Preston Cove CDD and Preston Cove Homeowners Association as the perpetual operating entities of the ERP is still under review and needs to be completed. Please read the entire document and sign and print your name on the signature page. Please have a notary attest your signature as indicated and return the entire, original document to this office before January 22, 2026.

Final agency action regarding this matter will be presented to the Division Director of Regulation for finalization. A complete, executed copy will be provided for you upon execution of the Order by the District. Thank you for your cooperation in this matter.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan G. Higgins".

Ryan Higgins  
Engineering Specialist III

eEnclosures: Draft Consent Order ([23328\\_CO\\_20251217.pdf](#))

c: Craig Zetwo, Hanson Walter & Associates (E-Mail)

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

**Distribution List**

Shaman Foradi  
Preston Cove CDD  
219 E Livingston Street  
Orlando , FL 32801  
**CERTIFIED MAIL NO. 7020 0640 0000 5303 1032**

***Delivered via email***

**BEFORE THE GOVERNING BOARD OF THE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,

Complainant,

v.

ELEVATION PRESTON COVE LLC,  
STARLIGHT HOMES FLORIDA L.L.C.,  
and PRESTON COVE COMMUNITY  
DEVELOPMENT DISTRICT,

SFWMD No. 2026-\_\_\_\_-CO-ERP

Respondents.

\_\_\_\_\_ /

**CONSENT ORDER**

This Consent Order is entered into between Complainant, South Florida Water Management District (“District”), and Respondents, Elevation Preston Cove LLC (“Elevation”), Starlight Homes Florida L.L.C. (“Starlight”), and Preston Cove Community Development District (“CDD”) (collectively, “Respondents”), by mutual consent, who agree as follows:

**FINDINGS OF FACT**

1. The District, a government entity created under Chapter 373, Florida Statutes, is a multipurpose water management district with its principal office located at 3301 Gun Club Road, West Palm Beach, Florida 33406.

2. Respondents are persons within the meaning of Section 373.019(15), Florida Statutes. Elevation’s mailing address is 189 South Orange Avenue, Suite 1550,

Orlando, Florida 32801. Starlight's mailing address is 1064 Greenwood Blvd., Suite 124, Lake Mary, Florida 32746. CDD's mailing address is 219 East Livingston Street, Orlando, Florida 32801.

3. The following exhibits are attached and incorporated into this Consent Order:

Exhibit A – Location Map and Legal Description;

Exhibit B – Inspection Map;

Exhibit C – Notice of Violation;

Exhibit D – Form 62-330.310(2) Request for Transfer of Environmental Resource Permit to the Perpetual Operating Entity;

Exhibit E – Notice of Rights; and

Exhibit F – Notice of Consent Order.

4. Respondents own property within the platted development known as Preston Cove Phase 1 and 2, as recorded in Plat Book 33, Pages 80-88, in Sections 21 and 22, Township 25 South, Range 31 East; Osceola County, Florida ("Property"). The Property and its legal description are depicted in Exhibit A.

5. The District has jurisdiction over the Respondents, the Property, any stormwater management system, wetlands, wetland impacts, all works, and maintenance activities conducted on the Property, as provided in Chapter 373, Florida Statutes. The District also has jurisdiction over the regulation of the consumptive use of water, which includes issuing, enforcing, modifying, and revoking water use permits as provided in Chapter 373, Florida Statutes.

6. On April 3, 2020, the District issued Environmental Resource Permit (“ERP”) No. 49-102591-P (“Permit”) to Jones at Nona LLC (“Jones”), the Property owner at the time, for the construction and operation of a stormwater management (“SWM”) system for a 146.69-acre residential development known as Sunbridge Creek (“Project”).

7. General Condition No. 7 of the Permit states that the Permit must be transferred to the perpetual operation and maintenance entity within 30 days of the submittal of the as-built certification.

8. General Condition No. 12 of the Permit required the permittee to notify the District within 30 days of any conveyance or division of ownership or control of the Property or the SWM system, and for the Permit to be transferred to the new owner in accordance with Rule 62-330.340, Florida Administrative Code.

9. Special Condition No. 2 of the Permit states that the CDD is the perpetual operation and maintenance entity.

10. On March 30, 2021, Jones sold a portion of the Property to Elevation via a Special Warranty Deed, recorded in the Official Records of Osceola County in Book 5925, at Page 2057. Jones failed to notify the District of this conveyance within 30 days and Elevation did not become a co-permittee as required by General Condition No. 12 of the Permit.

11. On March 30, 2021, Jones sold another portion of the Property to Starlight via a Special Warranty Deed, recorded in the Official Records of Osceola County in Book 5925, at Page 2057. Jones again failed to notify the District of this conveyance within 30 days and Starlight did not become a co-permittee in accordance with General Condition No. 12 of the Permit.

12. On March 20, 2023, Jones conveyed its remaining interests in the Property to CDD via a Special Warranty Deed, recorded in the Official Records of Osceola County in Book 6377, at Page 1624. Jones failed to notify the District of this conveyance within 30 days and CDD did not become a co-permittee as required by General Condition No. 12 of the Permit.

13. On November 14, 2023, District staff inspected the Property and observed unauthorized construction and unauthorized offsite dewatering on the portion of the Property owned by Elevation. A water quality sample of the offsite discharge revealed that the discharge exceeded State water quality standards by 82 nephelometric turbidity units. District staff also noted the Project continuing to be constructed on the portions of the Property owned by Starlight and CDD even though the Permit had not been transferred to them. A map identifying the location of the unauthorized dewatering and water quality sample collection points is attached as Exhibit B.

14. On May 30, 2024, District staff issued an Updated Notice of Violation and In Aid of Settlement (“NOV”) to Respondents for: 1) Elevation’s unauthorized dewatering in violation of State Water quality standards and unauthorized construction; 2) Starlight’s construction without an ERP; and 3) CDD’s construction without an ERP.<sup>1</sup> The NOV is attached as Exhibit C.

---

<sup>1</sup> An initial Notice of Violation was sent on January 26, 2024. However, the Updated Notice of Violation was sent to remove D.R. Horton as they no longer retained ownership of the Property. The Updated Notice of Violation was also addressed to Jones. However, because Jones no longer owns any portion of the Property, Jones is not a party to this Consent Order.

15. On March 22, 2024, District staff inspected the Property and noted that the unauthorized dewatering had stopped, and the State water quality violation had been resolved.

16. On April 4, 2024, ERP Application No. 240404-43206 was submitted requesting to transfer the Permit in accordance with General Condition No. 12 of the Permit and add Respondent CDD as an operation entity (“Application”).

17. On April 28, 2025, the District approved the Application and issued ERP No. 49-102591-P, to Respondents as co-permittees thereby resolving the remaining violations identified in the NOV. The Application also appointed the CDD and Preston Cove Homeowners Association Inc. (“Operating Entities”) as the operating entities of the Permit.

18. On August 25, 2025, the District accepted the construction completion certification associated with the Project, however the operation transfer to the Operating Entities is still required.

### **CONCLUSIONS OF LAW**

19. As provided in Rule 62-330.020, Florida Administrative Code, and Sections 373.413 and 373.416, Florida Statutes, the District requires permits to construct, alter, operate, or maintain stormwater management systems or works including activities that impact wetlands. Additionally, Rule 40E-2.041, Florida Administrative Code, provides that water users are required to obtain permits prior to using or withdrawing water and they must comply with all permit conditions. The activity must not harm the District’s water resources.

20. The District finds that Respondents violated Chapter 373, Florida Statutes, and its corresponding rules, by failing to transfer the Permit and by conducting unauthorized dewatering and construction.

21. The District may initiate and maintain legal action to enforce its rules, permits, and orders to protect and preserve the state's water resources in accordance with Section 373.129, 373.223, 373.224, 373.236, 373.239, 373.243, Florida Statutes. The District may recover a civil penalty for each offense in an amount not to exceed \$15,000.00 per offense. Each additional day in which a violation occurs will constitute a separate offense. The District may further recover investigative costs, court costs, and reasonable attorney's fees.

**THEREFORE**, having reached resolution of this matter, it is **ORDERED**:

**ORDER**

22. On July 26, 2024, Respondents paid the District a total of \$8,000.00 in civil penalties and costs for settlement of the violations identified in this Consent Order. This amount includes \$5,500.00 in civil penalties and \$2,500.00 for the District's costs and attorney's fees incurred during the investigation of this matter and for preparing and tracking this Consent Order.

23. Within 30 days of the effective date of this Consent Order, Respondents must submit Form 62-330.310(2) to facilitate the operation transfer to the Operating Entities, in accordance with General Condition No. 7 and Special Condition No. 2. The Operation Transfer Form 62-330.310(2) is attached as Exhibit D.

24. Respondent agrees to pay the District stipulated penalties in the amount of \$100.00 per day for each day Respondent fails to timely comply with any of the

requirements of this Consent Order. A separate stipulated penalty shall be assessed for each violation of this Consent Order. Within 30 days of the District's written demand, Respondent must make payment of the stipulated penalties to the "South Florida Water Management District" by cashier's check or money order. The District may make demand for payment at any time after a failure to comply occurs. Nothing in this paragraph shall prevent the District from filing suit to specifically enforce any of the terms of this Consent Order. Any stipulated penalties assessed under this paragraph shall be in addition to the settlement sum agreed to in Paragraph 22 of this Consent Order. If the District is required to file a lawsuit to recover stipulated penalties under this paragraph or to enforce this Consent Order, the provisions pertaining to stipulated penalties are waived and the District is not foreclosed from seeking civil penalties of up to \$15,000.00 per offense per day, costs, and attorney's fees for violations of this Consent Order.

### **GENERAL PROVISIONS**

25. District representatives may enter the Property to verify compliance with this Consent Order. Respondents' failure to comply with this Consent Order shall constitute a violation of Chapter 373, Florida Statutes.

26. Should Respondents fail to meet the requirements set forth in this Consent Order, the District reserves the right to petition for judicial or administrative enforcement of its terms. In such event, Respondents shall not contest or deny any fact, legal conclusion, or any other matter or fact set forth in this Consent Order, including the Findings of Fact and Conclusions of Law, penalties, fees, and costs. In exchange for the District not initiating legal proceedings and by signing below, Respondents waive all rights set forth in the Notice of Rights, attached as Exhibit E.

27. If the District successfully petitions or sues for enforcement of this Consent Order, Respondents agree to and must pay the District's attorneys' fees, including, but not limited to, the fair market value of in-house counsel fees as if performed by outside or private counsel, court costs, and any other damages.

28. The District expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violation of applicable statutes or the corresponding rules, or to alleviate an immediate serious danger to the public health, safety, or welfare. If Respondents' non-compliance with this Consent Order leads to the District bringing an enforcement action, Respondents consent to receive service of process by registered mail with no signature required, delivered to Respondents' addresses.

29. This Consent Order shall take effect after the Respondents' and the District's (collectively, "Parties") execution, and shall remain in full force and effect until its terms and conditions are completed to the District's satisfaction.

30. In addition, prior to any sale, transfer, conveyance or lease of the Property, Respondent must provide a copy of this Consent Order to any prospective purchaser or successor in interest. Respondent shall provide notification to the District of the sale, transfer, or conveyance of the Property within 30 days.

31. Respondent, as the Property owner, consents to the District recording notice of this Consent Order in the Osceola County official records utilizing Form 62-330.090(1), Florida Administrative Code, attached as Exhibit F. The terms, conditions, covenants, and provisions of this Consent Order encumber the Property, run with the Property, and are binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns, and all subsequent Property owners of the Property.

32. Entry of this Consent Order does not relieve Respondents of the need to comply with all applicable federal, state, and local laws, regulations, or ordinances, including District permitting requirements. This Consent Order does not give Respondents the authority to conduct any activities on the Property that are under the District's jurisdiction without first obtaining District authorization.

33. If any event causes delay, or reasonable likelihood of delay, in complying with the requirements or deadlines of this Consent Order, Respondent must prove that the delay was or will be caused by circumstances beyond Respondent's control. The failure of a contractor, subcontractor, materialman, or other agent who Respondent delegates to meet contractually imposed deadlines shall not be considered a cause beyond the Respondent's control.

34. Upon an event causing delay, or upon becoming aware of a potential for delay, Respondent must notify the District verbally within 24 hours, or by the next working day. Within 7 days of verbal notification, Respondent must notify the District in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable to implement these measures. If the District agrees that the delay or anticipated delay has been or will be caused by circumstances beyond Respondent's reasonable control, the time for performance may be extended for a period equal to the agreed delay. Such agreement shall be set forth in writing and include all reasonable measures necessary to avoid or minimize delay. The Respondent's failure to comply with the notice requirements in a timely manner shall constitute a waiver of Respondent's right to request an extension of time for compliance with the requirements or deadlines in this Consent Order.

35. In the event it is necessary for the District to initiate legal action regarding this Consent Order, such action may be initiated in the Fifteenth Judicial Circuit in Palm Beach County, Florida. The District also reserves the right to seek administrative enforcement by issuing an Administrative Complaint and Order for Corrective Action. If the District pursues administrative enforcement, any final hearing shall be located at the closest District facility to the subject Property, unless the District agrees otherwise.

**DONE AND SO ORDERED** in West Palm Beach, Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Regulation Division**

\_\_\_\_\_  
Jill S. Creech, P.E., Director

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification  
Type of Identification Produced

**General Counsel Concurrence**

\_\_\_\_\_  
Maricruz R. Fincher  
General Counsel

\_\_\_\_\_  
Date

**Legal Form Approval**

\_\_\_\_\_  
Emily Johnson  
Attorney

\_\_\_\_\_  
Date

**RESPONDENT – ELEVATION PRESTON COVE LLC**

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

DATE: \_\_\_\_\_

PRINT NAME: Owais Khanani

TITLE: Manager

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification  
Type of Identification Produced

Owais Khanani, the manager of Elevation Preston Cove LLC, a Florida limited liability company, on behalf of the company.

**RESPONDENT – STARLIGHT HOMES FLORIDA L.L.C.,**

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

DATE: \_\_\_\_\_

PRINT NAME: Zack Sawyer

TITLE: Manager

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification  
Type of Identification Produced

Zack Sawyer, the manager of Starlight Homes Florida L.L.C., a Delaware limited liability company, on behalf of the company.

**RESPONDENT – PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**

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

DATE: \_\_\_\_\_

PRINT NAME: Shaman Foradi

TITLE: Chairman

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

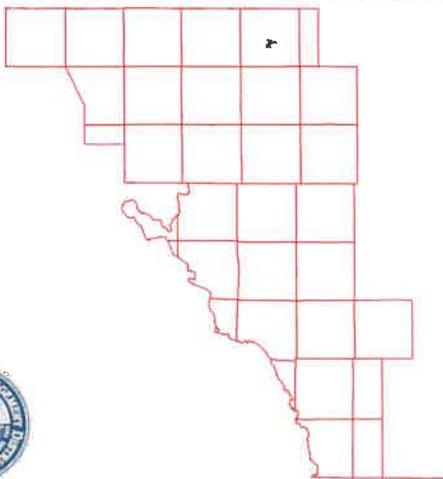
\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification  
Type of Identification Produced

Shaman Foradi, the chairman of Preston Cove Community Development District, on behalf of the community development district.



Source: Esri, Navar, Earthstar Geographics, and the GIS User Community  
 NAVTEQ



 Application **OSCEOLA COUNTY, FLORIDA**

Cost Code: 23328

Application No.:

Permit No:

Project Name: **SUNBRIDGE CREEK DEWATERING**



Map Date: 2025-03-06



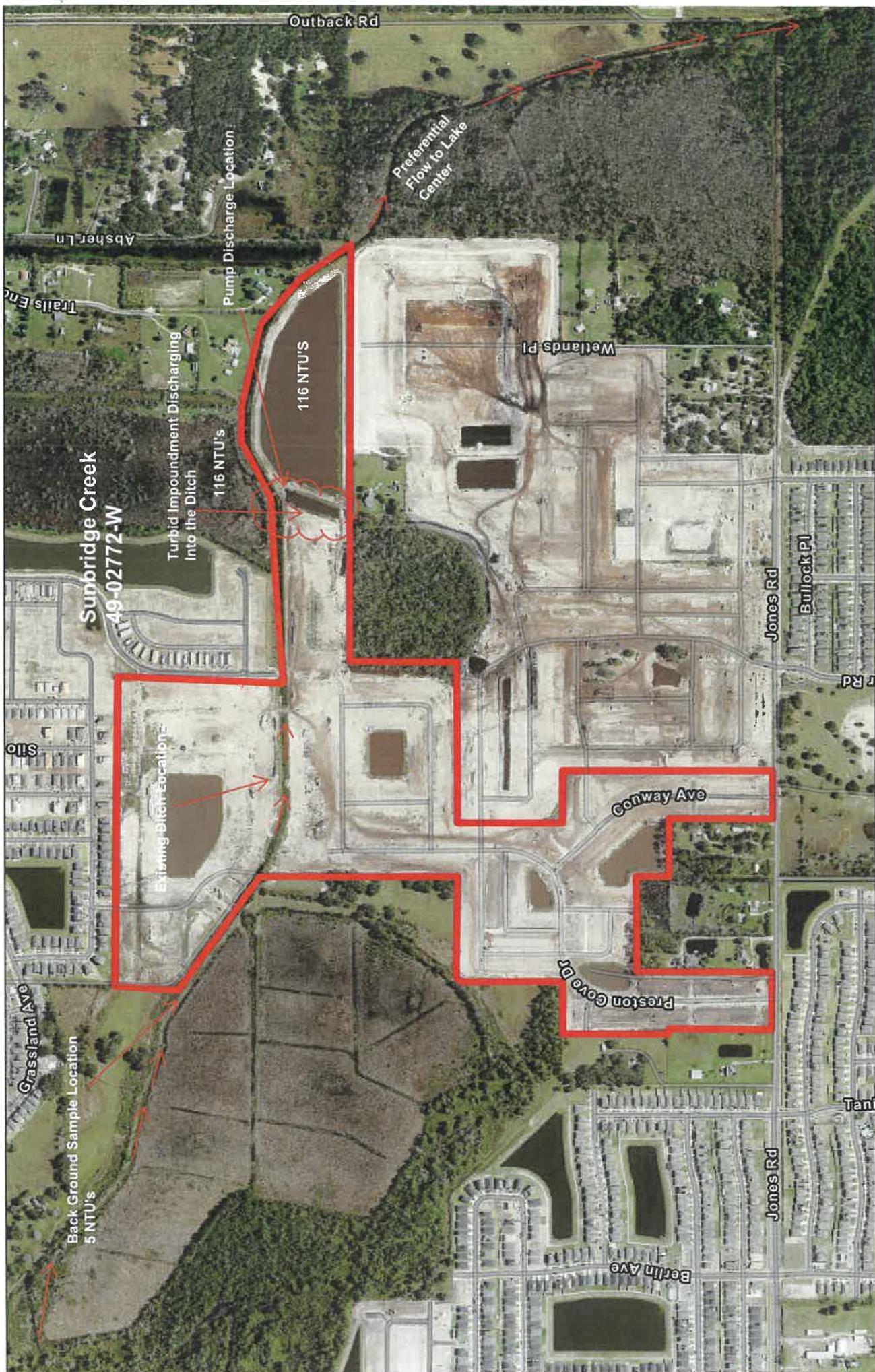
Exhibit No: A, Page 1 of 2



**Legal Description Preston Cove Phase 1 and 2**

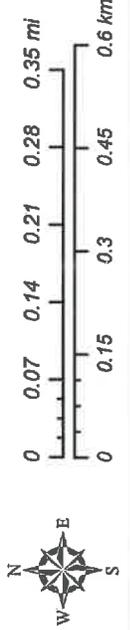
**All of Preston Cove Phase 1 and 2, according to the plat thereof, as recorded in Plat Book 30, Pages 80-88 of the public records of Osceola County, Florida, less the following:**

**Lots 1 through 337 and 367 through 396 inclusive.**



**DISCLAIMER:**  
 This map is a conceptual or planning tool only that was created using a South Florida Water Management District (SFWMD) publicly accessible web application, which allows any user to add information, graphics, and other markings. The accuracy of which has not been verified by the SFWMD. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property and is exempt from public records disclosure and confidential under Section 119.071(3)(a)(1), Florida Statute.

**ArcGIS Web Map**



South Florida Water Management District  
 3301 Gun Club Road, West Palm Beach, Florida 33406  
 561-686-3800; [www.sfwmd.gov](http://www.sfwmd.gov)



Map Produced on Date: 11/26/2024



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 30, 2024

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

***Delivered via email***

Owais Khanani  
Jones at Nona LLC  
189 S Orange Avenue, Suite 1550  
Orlando, FL 32801  
**CERTIFIED MAIL NO. 7013 3020 0000 9387 6696**

**See Distribution List for Additional Recipients**

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

Dear Messrs. Khanani, Sawyer & Foradi:

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

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

1. Water Quality Violation: Elevation Preston Cove LLC has caused a violation of State water quality standards as a result of discharging turbid water, which exceeded 29 Nephelometric Turbidity Units (NTUs) above background levels;
2. Unauthorized Dewatering: Elevation Preston Cove LLC has conducted unauthorized dewatering which has resulted in the referenced water quality violation;
3. Unauthorized Construction: Elevation Preston Cove LLC, Preston Cove Community Development District and Starlight Homes Florida LLC, have conducted unauthorized construction on their respective properties; and

Exhibit C, Page 1 of 3

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

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

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

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

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

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

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

Sincerely,



Natalie Cole  
Administrator, Environmental Resource Bureau

eEnclosures: [Location Map \(49-02772-W SiteMap 20231213.PDF\)](#)  
[Notice of Violation \(23328 NOV WQ 20240126.pdf\)](#)  
[Photo Exhibit \(WU PhotoExhibit 49-02772-W 20231214.pdf\)](#)  
[Photo Exhibit \(WU - Photo Exhibit 49-02772-W 20231116.pdf\)](#)  
[Filing a Permit Transfer \(Filing a Permit Transfer\)](#)  
[Form 62-330.340\(1\) Request Transfer Permit \(Form 62-330.340\(1\)\)](#)

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

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

**Distribution List**

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

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

***Delivered via email***

# Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: \_\_\_\_\_ Application No(s): \_\_\_\_\_  
Project Name: \_\_\_\_\_ Phase (if applicable): \_\_\_\_\_

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: \_\_\_\_\_  
Signature of Permittee \_\_\_\_\_ Name and Title \_\_\_\_\_  
Company Name \_\_\_\_\_ Company Address \_\_\_\_\_  
Phone/email address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: \_\_\_\_\_  
Signature of Representative of O&M Entity \_\_\_\_\_ Name of Entity for O&M \_\_\_\_\_  
Name and Title \_\_\_\_\_ Address \_\_\_\_\_  
Email Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Date \_\_\_\_\_

**Enclosed are the following documents, as applicable:**

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation (if filed before 1995)



- A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



## **NOTICE OF RIGHTS**

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

### **INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



**Document Prepared By:**  
South Florida Water Management District

**SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT  
Notice of Consent Order**

**Return Recorded Document To:**  
Regulation Division  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406  
MSC 2430

**RE: Respondents:** Elevation Preston Cove LLC;  
Starlight Homes Florida L.L.C., and  
Preston Cove Community Development District

**County:** Osceola

**A Consent Order between Elevation Preston Cove LLC, Starlight Homes Florida L.L.C., And Preston Cove Community Development District, and the South Florida Water Management District ("SFWMD") Regulation Division, District Order Number SFWMD.**

### **Notice**

The SFWMD hereby gives notice that a Consent Order has been entered into between Elevation Preston Cove LLC, Starlight Homes Florida L.L.C., and Preston Cove Community Development District, ("Respondents") and the SFWMD pertaining to the real-property described on Exhibit 1, attached hereto and made a part hereof ("Property"). This Property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes (FS), Title 40E, Florida Administrative Code (FAC), and the provisions of the Consent Order.

Within thirty (30) days of any transfer of interest or control of any portion of the property described in the attached Consent Order, the Respondents must notify the SFWMD in writing of the property transfer.

The Property identified in the Consent Order is subject to restoration plans or other requirements such as obtaining a permit. Purchasers are put on notice that such restoration plans or permit requirements exist. The purchasers are subject to compliance with all permitting and other requirements under Chapter 373, FS, Chapter 62.330, FAC, and Title 40E, FAC, for activities occurring on the Property.

### **Conflict Between Notice And Consent Order**

This Notice of Consent Order may not include all of the information contained in the file of record. The entire Consent Order is available online at: [www.sfwmd.gov/epermitting](http://www.sfwmd.gov/epermitting), select the Enforcement tab, then enter Cost Code: 23328. A paper copy can be obtained by contacting: Ryan Higgins, Engineering Specialist 3, South Florida Water Management District, 7345 Greenbriar Parkway Orlando, FL 32819, or by phone at: 407-858-6100 Ext, 3573. Provisions in this Notice of Consent Order shall not be used in interpreting the Consent Order provisions. In the event of conflict between this Notice of Consent Order and the Order itself, the Consent Order shall control.

**Release**

This Notice may not be released or removed from the public records without the prior written consent of the South Florida Water Management District. The contact for this release is the Director of the Environmental Resource Bureau, 3301 Gun Club Road, West Palm Beach, FL 33406.

The terms, conditions, covenants, and provisions of the Consent Order encumber the real property described on Exhibit 1, attached hereto and incorporated herein ("Property"), shall run with the Property, and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns, and all subsequent owners of the Property.

This Notice is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

South Florida Water Management District

\_\_\_\_\_  
District Clerk

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as District Clerk of the South Florida Water Management District a public corporation, on behalf of the public corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

(seal)

\_\_\_\_\_  
Print

My Commission Expires: \_\_\_\_\_

Exhibit 1

Legal Description Preston Cove Phase 1 and 2

All of Preston Cove Phase 1 and 2, according to the plat thereof, as recorded in Plat Book 30, Pages 80-88 of the public records of Osceola County, Florida, less the following:

Lots 1 through 337 and 367 through 396 inclusive.

# SECTION 6

## RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND INFRASTRUCTURE IMPROVEMENTS FROM ELEVATION PRESTON COVE LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Preston Cove Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

**WHEREAS**, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

**WHEREAS**, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

**WHEREAS**, Elevation Preston Cove LLC, a Florida limited liability company (hereinafter “Elevation”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Elevation to the District; and

**WHEREAS**, the District Counsel and the District Manager have reviewed the conveyances from Elevation, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for accepting the conveyances.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the District (the “Board”), as follows:

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.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from Elevation to the District, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

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

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

*[Continues on the Following Pages]*

**PASSED** in public meeting of the Board of Supervisors of the Preston Cove Community Development District, this 3rd day of February, 2026.

**PRESTON COVE COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**CONVEYANCE DOCUMENTS**

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine, LLP  
P.O. Box 3353  
Orlando, Florida 32802

Parcel ID Nos. [ \_\_\_\_\_ ]

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.

**SPECIAL WARRANTY DEED**

Preston Cove Community Development District – Phase 3

**THIS SPECIAL WARRANTY DEED** made as of this \_\_\_\_ day of \_\_\_\_\_, 2026 by **ELEVATION PRESTON COVE LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 189 South Orange Ave., Orlando, Florida 32801, to **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.**

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** Grantor does hereby covenant with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey this land; that Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same), taxes for the year 2026 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

**“GRANTOR”**

**ELEVATION PRESTON COVE LLC**, a  
Florida limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Address:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Address:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of **ELEVATION PRESTON COVE LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF THE PROPERTY**

Tracts 3, 4, 5, 6, 7, 8, 23, 24, 61, 62, and 63, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 22, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 9, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

DRAFT

**BILL OF SALE ABSOLUTE AND AGREEMENT**  
Preston Cove Community Development District – Phase 3

**THIS BILL OF SALE ABSOLUTE AND AGREEMENT** (this “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **ELEVATION PRESTON COVE LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 189 South Orange Ave., Orlando, Florida 32801, and

**RECITALS**

**WHEREAS**, Developer owns certain improvements, equipment and personal property located within the boundaries of the District on the real property described on Exhibit “A” attached hereto (the “Property”), and the extent, nature and location of such improvements, equipment and personal property is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

**WHEREAS**, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

**WHEREAS**, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance of the Improvements from the Developer.

**NOW, THEREFORE**, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of the Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of

or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

5. The Developer hereby specifically warrants that such Improvements and all work associated with the design and installation of such Improvements shall be free from any defective workmanship and all materials and equipment used in the installation of such Improvements were new and of good quality as is customarily used for the installation of such Improvements. This warranty shall survive the conveyance of the Improvements for a period of three (3) years.

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Preston Cove Community Development District – Phase 3

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**ELEVATION PRESTON COVE LLC**, a  
Florida limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Print: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**  
**COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of **ELEVATION PRESTON COVE LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**  
Preston Cove Community Development District – Phase 3

**PRESTON COVE COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**EXHIBIT “A”**

**LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT**

1. [Stormwater Management System
2. Hardscape, Landscape and Irrigation
3. Recreational Amenities
4. Alleys
5. Professional Fees – Surveys, Plats and Plans]

The Improvements were completed in accordance with the following, as applicable:

**The foregoing Improvements are located on the following real property tracts:**

Tracts 3, 4, 5, 6, 7, 8, 23, 24, 61, 62, and 63, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 22, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 9, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

## OWNER'S AFFIDAVIT

Preston Cove Community Development District – Phase 3

**STATE OF FLORIDA  
COUNTY OF OSCEOLA**

**BEFORE ME**, the undersigned authority, personally appeared Owais Khanani (“Affiant”) as Manager of Elevation Preston Cove LLC, a Florida limited liability company, whose principal address is 189 South Orange Ave., Orlando, Florida 32801 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant as the Manager of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in Old Republic National Title Insurance Company, Commitment No. 25089725 dated January 20, 2026 at 8:00 A.M. (the “Title Commitment”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or the Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property or the Improvements which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or the Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or the Improvements.

7. That, except as set forth in the Commitment, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Preston Cove Community Development District (the “District”), a Florida community development district and local unit of special-purpose government, to accept the Owner’s conveyance of the Property and Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Title Commitment and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP (“LLEB”), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to the District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 85-3814779; (v) has a mailing address of 189 South Orange Ave., Orlando, Florida 32801. Affiant understands that this certification may be disclosed to the Internal Revenue Service by the District and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. Affiant is an officer or representative of Owner, and Affiant attests that Owner does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

12. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

*[SIGNATURES ON FOLLOWING PAGE]*

**FURTHER AFFIANT SAYETH NAUGHT.**

**DATED:** \_\_\_\_\_, **2026**

Signed, sealed and delivered in our presence:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**ELEVATION PRESTON COVE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of **ELEVATION PRESTON COVE LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida

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

Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

**EXHIBIT “A”**  
**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tracts 3, 4, 5, 6, 7, 8, 23, 24, 61, 62, and 63, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 22, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 9, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. [Stormwater Management System
2. Hardscape, Landscape and Irrigation
3. Recreational Amenities
4. Alleys
5. Professional Fees – Surveys, Plats and Plans]

The Improvements were completed in accordance with the following, as applicable:

**AGREEMENT REGARDING TAXES**

Preston Cove Community Development District – Phase 3

**THIS AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **ELEVATION PRESTON COVE LLC**, a Florida limited liability company, whose address is 189 South Orange Ave., Orlando, Florida 32801 (the “Developer”), and **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”).

**WITNESSETH**

**WHEREAS**, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property to the District by Special Warranty Deed; and

**WHEREAS**, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

**WHEREAS**, in conjunction with the conveyance of the Property from Developer to the District, Developer and the District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2025 and all prior years have been paid in full.
3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2026.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2026, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

5. Developer hereby agrees to pay any and all excise or documentary stamp taxes (including documentary stamp tax and intangible tax) plus any penalties or late charges, now due and owing or hereinafter assessed in connection with this Agreement and/or the Special Warranty Deed between Developer and District dated as of even date herewith.

*[SIGNATURE PAGE FOLLOWS]*

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Preston Cove Community Development District – Phase 3

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**WITNESSES:**

**ELEVATION PRESTON COVE LLC**, a  
Florida limited liability company

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

X \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**  
Preston Cove Community Development District – Phase 3

**PRESTON COVE COMMUNITY  
DEVELOPMENT DISTRICT**,  
a Florida community development district

**ATTEST**

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF THE PROPERTY**

**PROPERTY**

Tracts 3, 4, 5, 6, 7, 8, 23, 24, 61, 62, and 63, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 22, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 9, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

**CERTIFICATE OF DISTRICT ENGINEER**

Preston Cove Community Development District – Phase 3

I, **Shawn Hindle, P.E. of Hanson, Walter & Associates, Inc.**, a Florida corporation, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 3265, with offices located at 8 Broadway, Suite 104, Kissimmee, Florida 34741 (“HWA”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in respects:

1. That I, through HWA, currently serve as District Engineer to the Preston Cove Community Development District (the “District”).

2. That the District proposes to accept from **ELEVATION PRESTON COVE LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”) by reference. Any Improvements being conveyed to the District is being transferred at only nominal cost to the District; therefore no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Improvements from the Developer to the District and the District’s conveyance of the Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have personally viewed the Improvements and the materials deemed necessary to make the statements herein. The Improvements are in a condition acceptable for acceptance by the District

5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to HWA are being held by HWA as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

7. The plans and specifications for Improvements have been approved by Regulatory Bodies required to approve them ([FDEP, Osceola County, South Florida Water Management

District]). The Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to HWA are being held by HWA as records of the District on its behalf.

8. The Improvements were constructed in a sound workmanlike manner and in accordance with industry standards. The purchase price to be paid by the District for the Improvements is no more than the lesser of (i) the fair market value of such Improvements; and (ii) the actual cost of construction of such Improvements.

*[SIGNATURES ON FOLLOWING PAGE]*

DRAFT

**SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER**

Preston Cove Community Development District Phase 3

**DATED:** \_\_\_\_\_, 2026

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
**Shawn Hindle, P.E.**  
State of Florida License No.: 48165  
on behalf of the company,  
Hanson, Walter & Associates, Inc.

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by **SHAWN HINDLE** of Hanson, Walter & Associates, Inc., a Florida corporation authorized to transact business in Florida, on behalf of said corporation. Said person is [ ] personally known to me or [ ] has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

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

Comm. Exp.: \_\_\_\_\_

Comm. No.: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tracts 3, 4, 5, 6, 7, 8, 23, 24, 61, 62, and 63, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 22, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

Tract 9, Preston Cove Phase 3, according to plat thereof as recorded in Plat Book 36, Pages 179 through 184, of the Public Records of Osceola County, Florida.

**IMPROVEMENTS**

1. [Stormwater Management System
2. Hardscape, Landscape and Irrigation
3. Recreational Amenities
4. Alleys
5. Professional Fees – Surveys, Plats and Plans]

completed in accordance with the following, as applicable:

# SECTION 7



# 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 was amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing addresses, 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, 2026**, and shall run until **December 31, 2026**, 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: \_\_\_\_\_

Preston Cove CDD

Signature: [Handwritten Signature]

Print: Jeremy LeBun

Title: District Manager

Date: 1/12/26

Please return this signed **original copy** no later than **January 31, 2026**

# SECTION 8

# SECTION C

# SECTION I

# Preston Cove Community Development District

## Check Register Summary

December 1, 2025 to December 31, 2025

Bank	Date	Check No.'s	Amount
General Fund	12/17/25	207-212	\$ 20,683.75
			\$ 20,683.75

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/17/25	00023	12/01/25	182216	202512	320	53800	46100		DEC LANDSCAPE MAINTENANCE	*	11,000.00		
		12/04/25	183152	202512	320	53800	46300		IRRIGATION REPAIR	*	1,328.96		
BLADE RUNNERS COMMERCIAL												12,328.96	000207
12/17/25	00027	11/30/25	16545	202511	330	53800	46000		NOV25 JANITORIAL	*	50.00		
CSS CLEAN STAR SERVICES OF CFL INC.												50.00	000208
12/17/25	00028	12/09/25	114197	202512	330	53800	34500		CONNECTIVITY MAINTENANCE	*	315.00		
CURRENT DEMANDS ELECTRICAL & SECURI												315.00	000209
12/17/25	00006	12/01/25	83	202512	310	51300	34000		DEC25 MANAGEMENT FEES	*	3,433.33		
		12/01/25	83	202512	310	51300	35200		DEC25 WEBSITE ADMIN	*	108.17		
		12/01/25	83	202512	310	51300	35100		DEC25 INFO TECH	*	162.25		
		12/01/25	83	202512	310	51300	31300		DEC25 DISSEM AGENT SRVCS	*	450.67		
		12/01/25	83	202512	310	51300	51000		OFFICE SUPPLIES	*	.15		
		12/01/25	83	202512	310	51300	42000		POSTAGE	*	3.72		
GOVERNMENTAL MANAGEMENT SERVICES												4,158.29	000210
12/17/25	00003	12/10/25	148399	202511	310	51300	31500		GENERAL SERVICES NOV25	*	1,301.50		
		12/10/25	148400	202511	310	51300	31500		CONVEYANCES/REQUISITIONS	*	1,180.00		
LATHAM LUNA EDEN & BEAUDINE LLP												2,481.50	000211
12/17/25	00026	12/01/25	29888	202512	330	53800	48000		DEC25 POOL SERVICE	*	1,350.00		
RESORT POOL SERVICES												1,350.00	000212
TOTAL FOR BANK A											20,683.75		
TOTAL FOR REGISTER											20,683.75		

# SECTION II

***Preston Cove***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2025***



# Table of Contents

1	<hr/> <u>Balance Sheet</u>
2	<hr/> <u>General Fund</u>
3	<hr/> <u>Debt Service Fund - Series 2022</u>
4	<hr/> <u>Capital Projects Fund - Series 2022</u>
5	<hr/> <u>Month to Month</u>
6	<hr/> <u>Long Term Debt Schedule</u>
7	<hr/> <u>Assessment Receipt Schedule</u>

**Preston Cove**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2025**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Operating Account	\$ 700,099	\$ -	\$ -	\$ 700,099
Due from Developer	\$ -	\$ -	\$ -	\$ -
Due from Debt Service	\$ -	\$ -	\$ -	\$ -
INV - SBA	\$ 257,676			
Assessment Receivable	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ 351,007	\$ -	\$ 351,007
Prepaid Expense	\$ -	\$ -	\$ -	\$ -
Investments:				
<u>Series</u>				
Reserve	\$ -	\$ 670,238	\$ -	\$ 670,238
Revenue	\$ -	\$ 46,954	\$ -	\$ 46,954
Capitalized Interest	\$ -	\$ 15	\$ -	\$ 15
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 59,616	\$ 59,616
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
<b>Total Assets</b>	<b>\$ 957,774</b>	<b>\$ 1,068,213</b>	<b>\$ 59,616</b>	<b>\$ 2,085,604</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 4,563	\$ -	\$ -	\$ 4,563
Due to Debt Service	\$ 351,007	\$ -	\$ -	\$ 351,007
Due to Developer	\$ -	\$ -	\$ -	\$ -
Due to Capital Projects	\$ -	\$ -	\$ -	\$ -
Due to General Fund	\$ -	\$ -	\$ -	\$ -
Developer Advance	\$ -	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ 355,570</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 355,570</b>
<b>Fund Balance:</b>				
Assigned For:				
Debt Service - Series 2022	\$ -	\$ 1,068,213	\$ -	\$ 1,068,213
Restricted For:				
Capital Projects - Series 2022	\$ -	\$ -	\$ 59,616	\$ 59,616
Unassigned	\$ 602,204	\$ -	\$ -	\$ 602,204
<b>Total Fund Balances</b>	<b>\$ 602,204</b>	<b>\$ 1,068,213</b>	<b>\$ 59,616</b>	<b>\$ 1,730,034</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 957,774</b>	<b>\$ 1,068,213</b>	<b>\$ 59,616</b>	<b>\$ 2,085,604</b>

# Preston Cove

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/25	Thru 12/31/25	Variance
<b>Revenues:</b>				
Assessments - On Roll	\$ 388,556	\$ 362,275	\$ 362,275	\$ -
Assessments - Direct	\$ 53,573	\$ 26,747	\$ -	\$ (26,747)
Interest - SBA	\$ -	\$ -	\$ 2,711	\$ 2,711
Developer Contributions	\$ 243,860	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 685,989</b>	<b>\$ 389,022</b>	<b>\$ 364,986</b>	<b>\$ (24,036)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
FICA Expense	\$ 918	\$ 230	\$ -	\$ 230
Engineering	\$ 15,000	\$ 3,750	\$ 330	\$ 3,420
Attorney	\$ 25,000	\$ 6,250	\$ 4,639	\$ 1,612
Annual Audit	\$ 4,300	\$ 4,300	\$ -	\$ 4,300
Assessment Administration	\$ 5,732	\$ 5,732	\$ 5,732	\$ -
Arbitrage	\$ 450	\$ 450	\$ -	\$ 450
Dissemination	\$ 5,408	\$ 1,352	\$ 1,352	\$ (0)
Trustee Fees	\$ 4,500	\$ 1,684	\$ 1,684	\$ -
Management Fees	\$ 41,200	\$ 10,300	\$ 10,300	\$ 0
Information Technology	\$ 1,947	\$ 487	\$ 487	\$ (0)
Website Maintenance	\$ 1,298	\$ 324	\$ 325	\$ (0)
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage & Delivery	\$ 800	\$ 200	\$ 16	\$ 184
Insurance	\$ 6,456	\$ 6,456	\$ 6,163	\$ 293
Printing & Binding	\$ 700	\$ 175	\$ -	\$ 175
Legal Advertising	\$ 8,000	\$ 2,000	\$ 476	\$ 1,524
Other Current Charges	\$ 2,200	\$ 550	\$ 160	\$ 390
Office Supplies	\$ 500	\$ 125	\$ 1	\$ 124
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 136,883</b>	<b>\$ 47,615</b>	<b>\$ 31,838</b>	<b>\$ 15,777</b>

# Preston Cove

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

	Adopted Budget	Prorated Budget Thru 12/31/25	Actual Thru 12/31/25	Variance
<b><i>Operation and Maintenance</i></b>				
<b>Field Expenses</b>				
Field Management	\$ 16,223	\$ 4,056	\$ 2,704	\$ 1,352
Landscape Maintenance	\$ 140,000	\$ 35,000	\$ 33,000	\$ 2,000
Landscape Contingency	\$ 16,590	\$ 4,148	\$ 17,222	\$ (13,074)
Lake Maintenance	\$ 13,000	\$ 3,250	\$ 2,850	\$ 400
Streetlights	\$ 93,900	\$ 23,475	\$ 131	\$ 23,344
Electric	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Water & Sewer	\$ 3,000	\$ 750	\$ 990	\$ (240)
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 6,000	\$ 1,500	\$ 1,329	\$ 171
Irrigation - Usage	\$ 30,000	\$ 7,500	\$ 11,595	\$ (4,095)
General Repairs & Maintenance	\$ 20,000	\$ 5,000	\$ -	\$ 5,000
Contingency	\$ 6,273	\$ 1,568	\$ -	\$ 1,568
<b>Subtotal</b>	<b>\$ 349,986</b>	<b>\$ 87,497</b>	<b>\$ 69,821</b>	<b>\$ 17,675</b>
<b>Amenity Expenses</b>				
Staffing	\$ 75,000	\$ 18,750	\$ -	\$ 18,750
Property Insurance	\$ 20,000	\$ 20,000	\$ 6,930	\$ 13,070
Amenity-Electric	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Amenity-Water	\$ 6,000	\$ 1,500	\$ 500	\$ 1,000
Dues, License, Permits	\$ 500	\$ 125	\$ -	\$ 125
Cable/Internet	\$ 2,400	\$ 600	\$ -	\$ 600
Pest Control	\$ 720	\$ 180	\$ -	\$ 180
Janitorial Services	\$ 12,000	\$ 3,000	\$ 150	\$ 2,850
Security Services	\$ 5,000	\$ 1,250	\$ 6,416	\$ (5,166)
Pool Maintenance	\$ 20,000	\$ 5,000	\$ 4,050	\$ 950
Amenity Repairs & Maintenance	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Special Events	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Holiday Decorations	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Amenity Contingency	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
<b>Subtotal</b>	<b>\$ 199,120</b>	<b>\$ 64,780</b>	<b>\$ 18,046</b>	<b>\$ 46,734</b>
<b>Total O&amp;M Expenses:</b>	<b>\$ 549,106</b>	<b>\$ 152,277</b>	<b>\$ 87,867</b>	<b>\$ 64,409</b>
<b>Total Expenditures</b>	<b>\$ 685,989</b>	<b>\$ 199,891</b>	<b>\$ 119,705</b>	<b>\$ 80,186</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (0)</b>		<b>\$ 245,282</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 356,923</b>	
<b>Fund Balance - Ending</b>	<b>\$ (0)</b>		<b>\$ 602,204</b>	

# Preston Cove

## Community Development District

### Debt Service Fund - Series 2022

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/25	Thru 12/31/25	Variance
<b>Revenues:</b>				
Assessments - On Roll	\$ 670,238	\$ 351,007	\$ 351,007	\$ -
Assessments - Direct	\$ -	\$ -	\$ -	\$ -
Interest	\$ 15,000	\$ 1,250	\$ 7,753	\$ 6,503
<b>Total Revenues</b>	<b>\$ 685,238</b>	<b>\$ 352,257</b>	<b>\$358,760</b>	<b>\$ 6,503</b>
<b>Expenditures:</b>				
Interest Expense 11/1	\$ 217,819	\$ 217,819	\$ 217,819	\$ -
Principal Expense 5/1	\$ 235,000	\$ -	\$ -	\$ -
Interest Expense 5/1	\$ 217,819	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 670,639</b>	<b>\$ 217,819</b>	<b>\$ 217,819</b>	<b>\$ -</b>
<b>Other Financing Sources:</b>				
Transfer In/(Out)	\$ -	\$ -	\$ (5,975)	\$ (5,975)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,975)</b>	<b>\$ (5,975)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 14,599</b>		<b>\$ 134,966</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 266,799</b>		<b>\$ 933,247</b>	
<b>Fund Balance - Ending</b>	<b>\$ 281,398</b>		<b>\$ 1,068,213</b>	

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

	Adopted Budget	Prorated Budget Thru 12/31/25	Actual Thru 12/31/25	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ 492	\$ 492
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 492</b>	<b>\$ 492</b>
<b>Expenditures:</b>				
Capital Outlay - Construction	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Financing Sources:</b>				
Transfer In/(Out)	\$ -	\$ -	\$ 5,975	\$ 5,975
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,975</b>	<b>\$ 5,975</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,467</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 53,149</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 59,616</b>	





**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)
Principal Payment - 5/1/25	(\$230,000)
<b>Current Bonds Outstanding</b>	<b>\$10,945,000</b>

**Preston Cove**  
**Community Development District**  
**Special Assessment Receipts**  
**Fiscal Year 2026**

**ON ROLL ASSESSMENTS**

Gross Assessments	\$ 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
11/3/25		\$ 5,084.87	\$ -	\$ -	\$ -	\$ 5,084.87	\$ 5,084.87	\$ -	\$ 5,084.87
11/4/25		\$ 27.20	\$ -	\$ -	\$ -	\$ 27.20	\$ 27.20	\$ -	\$ 27.20
11/21/25		\$ 27,141.66	\$ -	\$ -	\$ -	\$ 27,141.66	\$ 13,688.81	\$ 13,452.85	\$ 27,141.66
12/12/25		\$ 643,997.65	\$ -	\$ -	\$ -	\$ 643,997.65	\$ 324,798.08	\$ 319,199.57	\$ 643,997.65
12/22/25		\$ 37,030.61	\$ -	\$ -	\$ -	\$ 37,030.61	\$ 18,676.27	\$ 18,354.34	\$ 37,030.61
1/12/26		\$ 6,232.82	\$ -	\$ -	\$ -	\$ 6,232.82	\$ 3,143.50	\$ 3,089.32	\$ 6,232.82
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 719,514.81</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 719,514.81</b>	<b>\$ 365,418.73</b>	<b>\$ 354,096.08</b>	<b>\$ 719,514.81</b>

93%	Net Percentage Collected
\$ 50,899.49	Balance Remaining To Collect

**DIRECT BILL ASSESSMENTS**

Elevation Preston Cove, LLC 2026-01				Net Assessments	\$ 341,872.69	\$ 53,494.00	\$ 288,378.69
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2022 Debt Service	
	11/1/25		\$ 26,747.00		\$ 26,747.00	\$ -	
	2/1/26		\$ 13,373.50		\$ 13,373.50	\$ -	
	3/1/26		\$ 196,097.51		\$ -	\$ 196,097.51	
	5/1/26		\$ 13,373.50		\$ 13,373.50	\$ -	
	9/1/26		\$ 92,281.18		\$ -	\$ 92,281.18	
			\$ 341,872.69	\$ -	\$ 53,494.00	\$ 288,378.69	

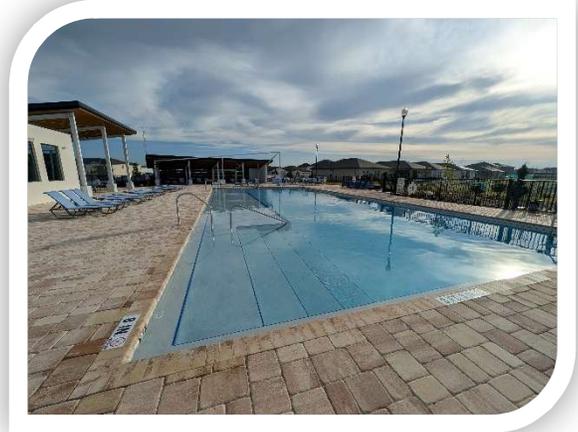
# SECTION D

# Preston Cove CDD

## Field Management Report

### **Completed Items**

- The amenity center was opened for public access on 12/22/2026.
- Conducted multiple site reviews with site contractors to review pending issues.



### **Contracted Services**

- Landscape maintenance, and aquatics maintenance are performing as expected.
- Janitorial Services have started at the amenity center.
- Received proposals for landscaping enhancements around the clubhouse to improve aesthetics.
- Scheduling mulch installations and fertilization treatments in February.
- Scheduling propane vendor to restore services to the clubhouse.



### **Site Items**

- New French drains will need to be installed at the Preston Cove Dr entrance to reduce sidewalk flooding concerns.
- Playground French drain will need to be extended to the sidewalk for proper flow and to reduce flooding in the area.
- Gathering quotes to install a rubber gym floor and fitness equipment in the fitness center.



PHASE	TRACT	ACTION ITEM	RESPONSIBLE PARTY	STATUS	Est. Cost	COMPLETED	COMPLETION DATE	DEVELOPER SIGNOFF	ENGINEER SIGNOFF	CDD STAFF SIGNOFF
1 & 2	2 Open Space	Construction debris including lay flat hosing needs to be removed.	Developer	Completed	\$200.00	<input type="checkbox"/>				
1 & 2	2 Open Space	Area behind lots 681-685 needs to be regraded and sodded to repair the erosion areas.	Developer	Completed	\$4,500.00	<input type="checkbox"/>				
1 & 2	2 Open Space	2 x missing sidewalk panels adjacent Anders Way need to be installed and the exposed piping needs to be removed.	Developer	Pending	\$8,000.00	<input type="checkbox"/>				
1 & 2	2 Open Space	Filter fabric and drain socks need to be removed from the catch basins.	Developer	Completed	\$1,000.00	<input type="checkbox"/>				
1 & 2	2 Open Space	Road inlet drain against Anders Way appears to be damaged causing erosion behind the structure. Structure will need to be dug around and sealed per district engineer.	Developer	Pending	\$5,000.00	<input type="checkbox"/>				
1 & 2	10 Open Space	Sidewalk was installed the week of 12/1/2025, but the verge sod / sod between sidewalk and volleyball court is missing or damaged.	Developer	Pending	\$2,250.00	<input type="checkbox"/>				
1 & 2	10 Open Space	1 x Dead sabal palm adjacent volleyball court needs to be replaced	Developer	Completed	\$600.00	<input type="checkbox"/>				
1 & 2	10 Open Space	Lack of volleyball court drainage has caused erosion on the north side of the court. A yard drain and retaining wall of some kind will need to be installed to prevent further erosion. Per the engineer he believed this volleyball court was supposed to be a basketball court potentially. We may need to have the plans reviewed and see if the change is okay. If so, the sand will be raked back to the sod line and additional sand can be added at a later date if needed.	CDD	Pending	\$1,500.00	<input type="checkbox"/>			N/A	
1 & 2	10 Open Space	Bahia sod was installed in the picnic area under the shade structure. This sod will not grow due to the shade and this sod will need to be replaced with an alternative such as playground mulch. James indicated this was built in accordance with the landscaping designs, and appears for it to be intended as the small dog portion of the dog park. This will need to be reviewed as traditional sod will not establish or grow here effectively due to the lack of direct sunlight and rainfall. They will need to review this design and decide on an alternative approach.	Developer	Pending	\$3,000.00	<input type="checkbox"/>			N/A	
1 & 2	10 Open Space	2 x Dog water fountains were not installed with drainage pipes and the fountains leak out of the bottom which will cause the fountains to corrode from the inside and potentially cause trip and fall hazards for residents.	Developer	Pending	\$3,000.00	<input type="checkbox"/>				
1 & 2	10 Open Space	Dog park area will need to be rolled / regraded before it can be opened to the public, as well as the erosion issues repaired. There is also a gap under the fence line where pets could potentially escape or predators can enter. Developer will install rip rap / yard drain where the excess water is running off the shade structure causing erosion, and fix the gap in the fence line. Quotes for rolling will be gathered to repair the elevation changes in the turf.	Developer	Pending	\$1,000.00	<input type="checkbox"/>				
1 & 2	14 Stormwater	Benches were installed in various spots around the pond but there is no ADA compliant walking path to get to them. Benches will be relocated to locations along the walking paths when they are constructed. The pads will be broken up and sodded in.	Developer	Pending	\$4,000.00	<input type="checkbox"/>				
1 & 2	17 Open Space	4 x sidewalk panels damaged due to construction vehicles need to be replaced.	Developer	Pending		<input type="checkbox"/>				
1 & 2	17 Open Space	Filter fabric and drain socks need to be removed from the catch basins.	Developer	Completed	\$1,000.00	<input type="checkbox"/>				
1 & 2	17 Open Space	Area behind lots 613-657 needs to be regraded and sodded to repair the erosion areas.	Developer	Pending	\$4,500.00	<input type="checkbox"/>				
1 & 2	25 Stormwater	Walking path was built using filter fabric and pine straw which is not ADA compliant and is a severe trip and fall hazard. The fabric is ripped and exposed, and the walking path needs to be replaced with an ADA compliant alternative.	Developer	Pending		<input type="checkbox"/>				
1 & 2	29 Recreation And Amenity	Walking path was built using filter fabric and pine straw which is not ADA compliant and is a severe trip and fall hazard. The fabric is ripped and exposed, and the walking path needs to be replaced with an ADA compliant alternative.	Developer	Pending		<input type="checkbox"/>				
1 & 2	29 Recreation And Amenity	Drainage channel that was added to the playground was not done correctly causing the landscaping to flood. The catch basin needs to be extended out to the sidewalk. CDD Landscape vendor will correct this issue.	CDD	Pending		<input type="checkbox"/>		N/A	N/A	
1 & 2	29 Recreation And Amenity	There is a wooden gate that allows residents to enter the amenity near the fitness center door, but there is no walking path to this gate. Locks will be added to the gate and the code provided to the fire department.	CDD	Pending		<input type="checkbox"/>		N/A	N/A	
1 & 2	29 Recreation And Amenity	The large landscaping bed was made on a graded slope and filled with pine straw which is floating away causing erosion and exposed soil. All minor beds were also installed in the same manner resulting in declined plant material and poor area aesthetics. Proposals for landscaping repairs and enhancements are attached. CDD will correct these issues if the board desires for an aesthetics change.	CDD	Pending		<input type="checkbox"/>		N/A	N/A	
1 & 2	31 Stormwater	Area north of lot 532 needs to be graded and sodded as this was never conducted. James indicated DR Horton used this area to store building materials during construction. This issue will be corrected by either party.	Developer	Completed	\$3,600.00	<input type="checkbox"/>				
1 & 2	35 Stormwater	Benches were installed in various spots around the pond but there is no ADA compliant walking path to get to them. When the new walking paths are constructed these pads will be relocated and sodded in.	Developer	Pending	\$4,000.00	<input type="checkbox"/>				
3	9 Recreation	Sidewalk damaged as a result of construction needs to be repaired	Developer	Pending	\$2,500.00	<input type="checkbox"/>				
3	9 Recreation	Turf elevation is uneven and the area needs to be rolled. Quotes for rolling will be gathered to repair the elevation changes in the turf.	Developer	Pending	\$1,000.00	<input type="checkbox"/>			N/A	
3	9 Recreation	12 dead trees around the pickleball court and playground need to be replaced. Trees are not dead but appear to be in dormancy per the installer. If they do not come back within 6 months replacements will be needed at that time.	Developer	In Progress		<input type="checkbox"/>			N/A	
3	9 Recreation	Walking path around the "garden" area was built using filter fabric and pine straw which is not ADA compliant and is a severe trip and fall hazard. The walking path needs to be replaced with an ADA compliant alternative. If this area was not advertised as a walking path the area can be sodded from the start of the sidewalk on both sides up to 20' so that this area no longer appears to be a designated path. If it was advertised as a path the same improvements as the others will need to be performed.	Developer	Pending		<input type="checkbox"/>				
3	22 Open Space / Water Management	Topside of berm needs to be graded and sodded. If the intent is to install a walking path here it needs to be built in the same manner as the other paths that are being improved.	Developer	Pending	\$22,000.00	<input type="checkbox"/>				
3	22 Open Space / Water Management	Regrade pond bank erosion around irrigation boxes.	Developer	In Progress	\$1,500.00	<input type="checkbox"/>				
3	61 Open Space	Verge area is missing sod.	Developer	Pending		<input type="checkbox"/>				
3	61 Open Space	Incomplete sidewalk	Developer	Pending		<input type="checkbox"/>				
3	62 Open Space	Verge area is missing sod.	Developer	Pending		<input type="checkbox"/>				
3	63 Open Space	Verge area is missing sod.	Developer	Pending		<input type="checkbox"/>				
3	63 Open Space	Incomplete sidewalk	Developer	Pending		<input type="checkbox"/>				
3	Silverbell Trail Verge	Trees in the verge area are missing mulch.	Developer	Pending		<input type="checkbox"/>				
				Total Escrow	\$74,150.00	<input type="checkbox"/>				





Holloway  
Cool Spring

1228

Britton LP  
Cool Spring CV

































# SECTION I



**Proposal #207068**

**Date: 12/9/2025**

**PO #**

**Customer:**

JARETT WRIGHT  
 Governmental Management Service  
 The Ridge at Apopka CDD.  
 219 E. LIVINGSTON ST.  
 ORLANDO, FL 32801

**Property:**

Preston Cove CDD  
 Jones Rd.  
 St. Cloud, FL 34771

**CLUB HOUSE ENHACEMENT FOR PLANTS-SOD-ROCK**

**Default Group**

**Property Improvements**

Items	Quantity	Price
Demo / Debris Removal / Site Prep	8.00	
Japanese Blueberry 45g	7.00	
Wax Myrtles - 7g Plant Installed - GCS	4.00	
Sweet Viburnum	15.00	
Pink Muhly 3g	32.00	
Agave 15g	3.00	
Ixora - 3g Plant Installed - GCS	36.00	
Blue Daze	120.00	
Bahia Sod (Pallet)	15.00	
Pine Straw Bale	80.00	
1 1/2" Brown River Rock (CY)	6.00	
12" Drain Basin	3.00	
4' Drain pipe	115.00	
paver gray 12x12	32.00	
Labor - Maint	120.00	
Weed Mat (Roll)	1.00	

**Property Improvements: \$26,378.79**

**PROJECT TOTAL: \$26,378.79**

**Terms & Conditions**

**By** \_\_\_\_\_

**Jorge Ramirez**

**Date** \_\_\_\_\_

12/9/2025

**Blade Runners Commercial  
Landscaping Orlando, LLC**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

**Preston Cove CDD**