

Board of Supervisors:

Catherine Catusus, Chairman
Alma Graham, Vice Chairperson
Anna Heintzelman, Assistant Secretary
Crystal Jones, Assistant Secretary
David Warden, Assistant Secretary

Bob Koncar, District Manager
Scott Clark, District Counsel
Peter Armans, District Engineer
Angel Montagna, Field Supervisor

August 16, 2021

Country Greens Community Development District
Board of Supervisors

Dear Board Members:

The regular meeting of the Board of Supervisors of the Country Greens Community Development District will be held on **Monday, August 23, 2021 at 5:30 p.m.** at REACH Church, 24540 State Road 46, Sorrento, Florida 32776. Following is the advance agenda for this meeting.

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes**
 - A. June 28, 2021
- 4. District Manager's Report**
 - A. Financial Statements and Check Register
 - B. Consideration of Resolution 2021-08 – Removing and Designating Secretary and Treasurer
- 5. Staff Reports**
 - A. Field Report
 - i. Field Management Report
 - ii. Ratification of Inframark Pressure Washing Proposal
 - iii. Consideration of Servello Irrigation Proposal
 - B. Engineer
 - C. Attorney
 - i. Master Easement Agreement
 - ii. Sorrento Springs Phase 4
- 6. Supervisor Requests and Audience Comments**
- 7. Adjournment**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Bob Koncar
District Manager

Affidavit of Publication

DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay

Lisa Clay

who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake County, Florida; that the attached copy of advertisement, being a notice in the matter of

MEETING SCHEDULE

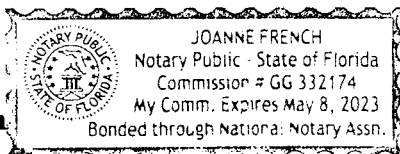
was published in said newspaper in the issues of:

SEPT 11, 2020

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 17 day of Sept
A.D., 2020.

Joanne French
Notary Public



Joanne French
(Print, Type or Stamp Name of Notary Public)

AD#

10098636

NOTICE OF MEETING SCHEDULE COUNTRY GREENS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Country Greens Community Development District will hold bi-monthly meetings as follows unless indicated otherwise below for Fiscal Year 2021 on the fourth Monday at 5:30 p.m. at the REACH Church, 24540 State Road 46, Sorrento, Florida 32776 as follows:

October 26, 2020
December 14, 2020 (second Monday)
February 22, 2021
April 26, 2021
June 28, 2021
August 23, 2021

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: www.countrygreenscdd.org.

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Meetings may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors may participate by telephone. At the above location there may be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Management Company, Inframark, Infrastructure Management Services at (954) 603-0033 at least two (2) calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 for aid in contacting the District Management Company.

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

Kristen Suit
District Manager

Ad No: 10098636
September 11, 2020

COUNTRY GREENS
Community Development District
Financial Report
July 31, 2021
(unaudited)

Prepared by



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COUNTRY GREENS
Community Development District

Financial Statements

(Unaudited)

July 31, 2021

Balance Sheet

July 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2016A DEBT SERVICE FUND	TOTAL
ASSETS			
Cash - Checking Account	\$ 186,026	\$ -	\$ 186,026
Cash with Fiscal Agent	60,000	-	60,000
Accounts Receivable	225	-	225
Due From Other Funds	-	23,523	23,523
Investments:			
Money Market Account	448,819	-	448,819
Reserve Fund (A-1)	-	120,534	120,534
Reserve Fund (A-2)	-	53,250	53,250
Revenue Fund	-	54,195	54,195
Prepaid Items	1,549	-	1,549
TOTAL ASSETS	\$ 696,619	\$ 251,502	\$ 948,121
LIABILITIES			
Accounts Payable	\$ 82,819	\$ -	\$ 82,819
Accrued Expenses	14,928	-	14,928
Due To Other Funds	23,523	-	23,523
TOTAL LIABILITIES	121,270	-	121,270
FUND BALANCES			
Nonspendable:			
Prepaid Items	1,549	-	1,549
Restricted for:			
Debt Service	-	251,502	251,502
Assigned to:			
Operating Reserves	87,226	-	87,226
Unassigned:			
	486,574	-	486,574
TOTAL FUND BALANCES	\$ 575,349	\$ 251,502	\$ 826,851
TOTAL LIABILITIES & FUND BALANCES	\$ 696,619	\$ 251,502	\$ 948,121

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 7,000	\$ 5,833	\$ 2,403	\$ (3,430)
Special Assmnts- Tax Collector	226,844	226,844	222,486	(4,358)
Special Assmnts- Discounts	(9,074)	(9,074)	(8,645)	429
TOTAL REVENUES	224,770	223,603	216,244	(7,359)
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	6,000	5,000	4,400	600
FICA Taxes	459	382	337	45
ProfServ-Arbitrage Rebate	600	600	600	-
ProfServ-Dissemination Agent	1,000	1,000	-	1,000
ProfServ-Engineering	5,500	4,580	1,380	3,200
ProfServ-Legal Services	10,000	8,333	4,872	3,461
ProfServ-Mgmt Consulting Serv	67,362	56,135	56,135	-
ProfServ-Trustee Fees	3,717	3,717	3,717	-
Auditing Services	3,600	3,600	3,500	100
Postage and Freight	400	332	772	(440)
Insurance - General Liability	8,044	8,044	8,409	(365)
Printing and Binding	500	417	504	(87)
Legal Advertising	450	225	-	225
Miscellaneous Services	1,000	833	50	783
Misc-Assessment Collection Cost	4,537	4,537	50	4,487
Misc-Web Hosting	2,500	2,500	2,465	35
Office Supplies	200	167	345	(178)
Annual District Filing Fee	175	175	175	-
Total Administration	116,044	100,577	87,711	12,866

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
ProfServ-Field Management	20,300	16,917	16,917	-
Contracts-Landscape	178,380	148,650	148,523	127
Contracts-Aquatic Control	3,060	2,550	2,580	(30)
Utility - General	17,000	14,167	8,523	5,644
R&M-Common Area	10,000	8,333	10,403	(2,070)
Miscellaneous Services	4,000	3,333	-	3,333
Total Field	232,740	193,950	186,946	7,004
TOTAL EXPENDITURES				
	348,784	294,527	274,657	19,870
Excess (deficiency) of revenues				
Over (under) expenditures	(124,014)	(70,924)	(58,413)	12,511
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(124,014)	-	-	-
TOTAL FINANCING SOURCES (USES)	(124,014)	-	-	-
Net change in fund balance	\$ (124,014)	\$ (70,924)	\$ (58,413)	\$ 12,511
FUND BALANCE, BEGINNING (OCT 1, 2020)	633,762	633,762	633,762	
FUND BALANCE, ENDING	\$ 509,748	\$ 562,838	\$ 575,349	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 4,278	\$ 3,565	\$ 13	\$ (3,552)
Special Assmnts- Tax Collector	369,754	369,754	362,647	(7,107)
Special Assmnts- Discounts	(14,790)	(14,790)	(14,084)	706
TOTAL REVENUES	359,242	358,529	348,576	(9,953)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	7,395	7,395	-	7,395
Total Administration	7,395	7,395	-	7,395
Debt Service				
Principal Prepayments	-	-	20,000	(20,000)
Principal Debt Retirement A-1	150,000	150,000	150,000	-
Principal Debt Retirement A-2	50,000	50,000	50,000	-
Interest Expense Series A-1	90,836	90,836	90,836	-
Interest Expense Series A-2	50,750	50,750	50,625	125
Total Debt Service	341,586	341,586	361,461	(19,875)
TOTAL EXPENDITURES	348,981	348,981	361,461	(12,480)
Excess (deficiency) of revenues				
Over (under) expenditures	10,261	9,548	(12,885)	(22,433)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	10,261	-	-	-
TOTAL FINANCING SOURCES (USES)	10,261	-	-	-
Net change in fund balance	\$ 10,261	\$ 9,548	\$ (12,885)	\$ (22,433)
FUND BALANCE, BEGINNING (OCT 1, 2020)	264,387	264,387	264,387	
FUND BALANCE, ENDING	\$ 274,648	\$ 273,935	\$ 251,502	

Notes to the Financial Statements

July 31, 2021

General Fund► **Assets**

- **Cash and Investments**- In order to maximize cash liquidity, the District has a Money Market Account. (See Cash & Investments Report for further details).
- **Cash with fiscal agent** - Funds transferred from Checking Account to Money Market Account. Deposited in August.
- **Accounts Receivable** - Duplicate payment to Sitex (Aquatic Control).
- **Prepaid Items** - Trustee fees 10/1/21 - 2/28/22.

► **Liabilities**

- **Accounts Payable** - Invoices paid in August.
- **Accrued Expenses** - Accrual for landscape and utility expenses.
- **Due To Other Funds** - Tax Collector Assessments due to trustee and will be transferred in August 2021.

► **Fund Balance**■ **Assigned to:**

Operating Reserves	\$	87,226
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Debt Service Fund► **Assets**

- **Investments** - Trust Accounts at US Bank for the Debt Service (See Cash & Investments Report for further details).

Notes to the Financial Statements
July 31, 2021

Financial Overview / Highlights

- ▶ The Non-Ad Valorem assessments are about 98% collected.
- ▶ Total expenditures through July are approximately 79% compared to Annual Adopted Budget. Significant variances are explained below.

Variance Analysis

Account Name	Annual Adopted Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
Postage and Freight	\$ 400	\$ 772	193%	Mailing of Agenda Packages.
<u>Field</u>				
Utility - General	\$ 17,000	\$ 8,523	50%	Monthly expenses fluctuate each month.

COUNTRY GREENS
Community Development District

Supporting Schedules

July 31, 2021

**Non-Ad Valorem Special Assessments - Lake County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2021**

Date Received	Net Amount Received	Discounts / (Penalties) Amounts	(1) Collection Costs	Gross Amount Received	ALLOCATION BY FUND	
					General Fund	Series 2016A Debt Service Fund
Assessments Levied FY 2021				\$ 596,600	\$ 226,846	\$ 369,754
Allocation %				100%	38%	62%
10/31/20	\$ 1,825	\$ 90	\$ 37	\$ 1,915	\$ 1,915	
10/31/20	3,162	158	65	3,320		3,320
11/09/20	7,386	314	151	7,700	7,700	
11/09/20	11,139	474	227	11,613		11,613
11/27/20	32,776	1,391	669	34,167	34,167	
11/27/20	52,316	2,220	1,068	54,537		54,537
12/01/20	146,609	6,235	2,992	152,844	152,844	
12/01/20	240,666	10,232	4,912	250,899		250,899
12/21/19	11,853	497	242	12,350	12,350	
12/21/19	19,394	814	396	20,208		20,208
01/01/21	3,222	99	66	3,321	3,321	
01/01/21	5,133	159	105	5,292		5,292
02/22/21	2,933	72	60	3,005	3,005	-
02/22/21	4,433	111	90	4,544	-	4,544
03/15/21	2,071	25	42	2,096	2,096	-
03/15/21	3,360	42	69	3,402	-	3,402
04/20/21	2,789	-	57	2,789	2,789	-
04/20/21	5,310	-	108	5,310	-	5,310
05/01/21	1,170	(28)	24	1,141	1,141	-
05/01/21	1,559	(38)	32	1,521	-	1,521
06/14/21	226	(7)	5	219	219	-
06/14/21	292	(9)	6	283	-	283
07/01/21	981	(43)	1	937	937	-
07/01/21	1,797	(79)	2	1,718	-	1,718
TOTAL	\$ 562,404	\$ 22,729	\$ 11,423	\$ 585,132	\$ 222,486	\$ 362,647
% COLLECTED				98%	98%	98%
TOTAL OUTSTANDING				\$ 11,467	\$ 4,360	\$ 7,107

Note (1) - Collection costs are paid directly to the Lake County Tax Collector twice a year.

Cash and Investment Report

July 31, 2021

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND					
Checking account - Operating	Valley National Bank	Checking Account	n/a	0.25%	\$ 186,026
Money Market Account	Valley National	MMA	n/a	0.25%	\$ 448,819
Subtotal					\$ 634,845
DEBT SERVICE FUNDS					
Series 2016 A-1 Reserve	US Bank	First American Govt.	n/a	0.02%	\$ 120,534
Series 2016 A-2 Reserve	US Bank	First American Govt.	n/a	0.02%	\$ 53,250
Series 2016 A-1 & A-2 Rev.	US Bank	First American Govt.	n/a	0.02%	\$ 54,195
Subtotal					\$ 227,979
Total					\$ 862,823

Country Greens CDD

Bank Reconciliation

Bank Account No. 9840 Valley National Bank GF Checking New Account
Statement No. 07-21
Statement Date 7/31/2021

G/L Balance (LCY)	186,025.69	Statement Balance	186,538.09
G/L Balance	186,025.69	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	186,538.09
Subtotal	186,025.69	Outstanding Checks	512.40
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	186,025.69	Ending Balance	186,025.69
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
4/28/2021	Payment	3215	ANNA L. HEINTZELMAN	184.70	0.00	184.70
6/30/2021	Payment	3231	CATHERINE G. CATASUS	184.70	0.00	184.70
7/26/2021	Payment	3241	GRAYBAR	143.00	0.00	143.00
Total Outstanding Checks.....				512.40		512.40

COUNTRY GREENS

Community Development District

**Payment Register by Fund
For the Period from 06/01/21 to 07/31/21
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	3223	06/01/21	DEWBERRY ENGINEERS INC	1959592	ENGG SVCS THRU APRIL 2021	ProfServ-Engineering	531013-51501	\$255.00
001	3224	06/02/21	GEXPRO	S130588422.001	SUPPLIES	R&M-Common Area	546016-53901	\$56.28
001	3225	06/02/21	GRAYBAR	9321111136	SUPPLIES	R&M-Common Area	546016-53901	\$123.21
001	3226	06/02/21	SITEX AQUATICS, LLC	4802B	LAKE MAINT 3 WATERWAYS	Contracts-Aquatic Control	534067-53901	\$255.00
001	3227	06/09/21	CLARK & ALBAUGH, LLP	17503	GEN MATTERS THRU MAY 2021	ProfServ-Legal Services	531023-51401	\$348.96
001	3228	06/09/21	FEDEX	7-390-07391	MAY POSTAGE	Postage and Freight	541006-51301	\$20.01
001	3229	06/09/21	LAKE COUNTY PROPERTY APPRAISER	2021NONAD002	NAL FILE FOR NON AD VAL ASSESSMENT	Misc-Assessmnt Collection Cost	549070-51301	\$50.00
001	3230	06/16/21	INFRAMARK, LLC	63606	MAY 2021 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,613.50
001	3230	06/16/21	INFRAMARK, LLC	63606	MAY 2021 MGMT FEES	ProfServ-Field Management	531016-53901	\$1,691.67
001	3230	06/16/21	INFRAMARK, LLC	63606	MAY 2021 MGMT FEES	Postage and Freight	541006-51301	\$4.08
001	3230	06/16/21	INFRAMARK, LLC	63606	MAY 2021 MGMT FEES	Printing and Binding	547001-51301	\$2.05
001	3230	06/16/21	INFRAMARK, LLC	63606	MAY 2021 MGMT FEES	FOUNTAIN MOTOR PUMP	546016-53901	\$1,375.00
001	3230	06/16/21	INFRAMARK, LLC	63606	MAY 2021 MGMT FEES	POWER WASHING - TEMP METER CHRG	546016-53901	\$474.66
001	3232	07/06/21	INFRAMARK, LLC	64749	JUNE MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,613.50
001	3232	07/06/21	INFRAMARK, LLC	64749	JUNE MGMT FEES	ProfServ-Field Management	531016-53901	\$1,691.67
001	3232	07/06/21	INFRAMARK, LLC	64749	JUNE MGMT FEES	Postage and Freight	541006-51301	\$3.57
001	3232	07/06/21	INFRAMARK, LLC	64749	JUNE MGMT FEES	Printing and Binding	547001-51301	\$176.40
001	3232	07/06/21	INFRAMARK, LLC	64749	JUNE MGMT FEES	Office Supplies	551002-51301	\$75.00
001	3232	07/06/21	INFRAMARK, LLC	64749	JUNE MGMT FEES	WOCG05212021	546016-53901	\$445.00
001	3233	07/08/21	CLARK & ALBAUGH, LLP	17544	GEN MATTERS THRU JUNE 2021	ProfServ-Legal Services	531023-51401	\$1,163.50
001	3234	07/08/21	CONNOR F. GRAHAM	2413	FENCE CLEANING	R&M-Common Area	546016-53901	\$2,900.00
001	3235	07/08/21	FAST SIGNS	2060-15543	REPAINT DIMENSIONAL LETTERS	R&M-Common Area	546016-53901	\$2,115.00
001	3236	07/08/21	INNERSYNC STUDIO, LTD	19618	WEB HOSTING/COMPLIANCE SVCS	Misc-Web Hosting	549915-51301	\$388.13
001	3237	07/08/21	SERVELLO & SONS, INC.	19554	LANDSCAPE MAINT- JUNE 2021	Contracts-Landscape	534050-53901	\$14,628.17
001	3238	07/08/21	SITEX AQUATICS, LLC	4935B	LAKE MAINT- 3 WTRWAYS	Contracts-Aquatic Control	534067-53901	\$255.00
001	3238	07/08/21	SITEX AQUATICS, LLC	4602	LAKE MAINT- 3 WATERWAYS	Contracts-Aquatic Control	534067-53901	\$30.00
001	3239	07/13/21	FEDEX	7-418-93396	POSTAGE 6/22/21	Postage and Freight	541006-51301	\$121.57
001	3240	07/20/21	GRAYBAR	932207440	COMMON AREA	R&M-Common Area	546016-53901	\$43.86
001	3241	07/26/21	GRAYBAR	9322231465	SUPPLIES	R&M-Common Area	546016-53901	\$99.14
001	3241	07/26/21	GRAYBAR	9322074440	SUPPLIES	R&M-Common Area	546016-53901	\$43.86
001	DD266	06/01/21	SECO	051721 ACH	BILL PRD 4/14-5/13/21	Utility - General	543001-53901	\$304.58
001	DD268	07/01/21	SECO	061621 ACH	BILL PRD 5/13-6/14/21	Svc Period 5/13/21 to 6/14/21	543001-53901	\$320.53
001	DD269	06/26/21	SECO	061121 ACH	BILL PRD 5/10-6/9/21	Utility - General	543001-53901	\$677.97
001	DD272	07/29/21	SECO	071421 ACH	BILL PRD 6/09-7/12/21	Utility - General	543001-53901	\$326.27
001	3231	06/30/21	CATHERINE G. CATASUS	PAYROLL	June 30, 2021 Payroll Posting			\$184.70
001	DD270	06/30/21	DAVID WARDEN	PAYROLL	June 30, 2021 Payroll Posting			\$184.70
001	DD271	06/30/21	ALMA W. GRAHAM	PAYROLL	June 30, 2021 Payroll Posting			\$184.70
Fund Total								\$42,246.24

Total Checks Paid	\$42,246.24
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RESOLUTION 2021-08

**A RESOLUTION REMOVING ALAN BALDWIN AS
TREASURER AND APPOINTING TRUMAINE EASY AS
TREASURER AND REMOVING KRISTEN SUIT AS
SECRETARY AND APPOINTING BOB KONCAR AS
SECRETARY OF THE COUNTRY GREENS COMMUNITY
DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Country Greens Community Development District desire to remove Alan Baldwin as Treasurer and appoint Trumaine Easy as Treasurer and remove Kristen Suit as Secretary and appoint Bob Koncar as Secretary;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE COUNTRY
GREENS COMMUNITY DEVELOPMENT DISTRICT:**

1. Trumaine Easy is appointed Treasurer.
2. Bob Koncar is appointed Secretary

Adopted this 23rd day of August, 2021

Chairman

Secretary



Country Greens 8/6/21

Friday, August 6, 2021

Prepared For

25 Issues Identified



Item 1

Assigned To Servello

Several Dead plants at the front entrance (44)



Item 2

Assigned To Servello

Several section of sods are completely dead. Provide Proposal for installation of sod.



Item 3

Assigned To Servello

Provide schedule for the new annual seasonal flowers



Item 4

Assigned To Servello

Provide Proposal for sod installation at main entrance at 44



Item 5

Assigned To Servello

Remove dead branches located behind the pond near to the main entrance



Item 6

Assigned To Servello

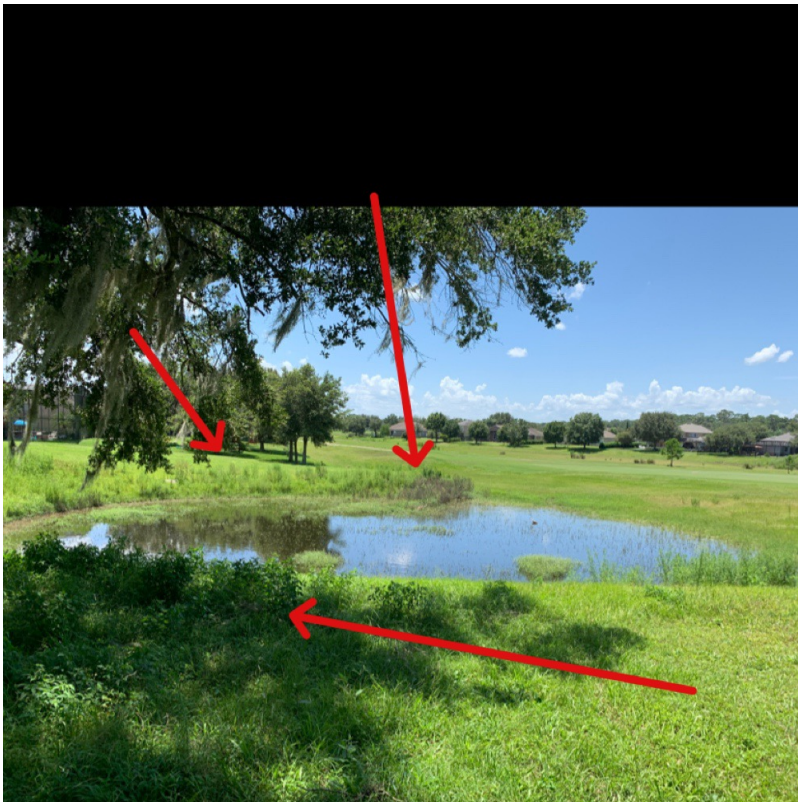
Provide Proposal for 2 dead tree removal located next to the 437 entrance



Item 7

Assigned To Servello

Irrigation leak (Sprinkler head broken) next to the 437 entrance.
Provide schedule for repair ASAP



Item 8

Assigned To Servello

Mowing serviceable storm drain
cleaning not completed at
Marbella Dr.



Item 9

Assigned To Servello

Bush hugging service at Venice Ln.
is not completed at all.



Item 10

Assigned To Servello

Bush Hogg service pending for
schedule at Fortunato st.



Item 11

Assigned To Servello

Bush hogging service pending at
Venice Ln (by the end of the
street)



Item 12

Assigned To Servello

Trimming service ongoing along
the 437



Item 13

Assigned To Servello

Provide Proposal for removal of dead pine trees



Item 14

Assigned To Servello

Mowing service not completed at section of Sorrento Springs Dr.



Item 15
Assigned To Servello
Storm drain cleaning service
pending



Item 16
Assigned To Servello
Bush hogging completed at the
Campanero Dr. area



Item 17

Assigned To Servello

Bush hugging service pending at
Alameda Dr. and Alicante Ct.



Item 18

Assigned To Servello

Provide Proposal for the removal
of the pine tree located at 44



Item 19

Assigned To Servello

Provide Proposal for the removal of dead pine tree at 44



Item 20

Assigned To Servello

Mowing service not completed at all next to PVC fence along the 44



Item 21

Assigned To Servello

Provide Proposal for removal of
dead pine tree at 44



Item 22

Assigned To Servello

Provide proposal for Removal of
dead tree at the 44



Item 23

Assigned To Servello

Dead pine tree removal service
pending at 44



Item 24

Assigned To Servello

Provide Proposal for removal of
dead pine tree located at the bed
of Tuscany Ave.



Item 25

Assigned To Servello

Mowing service not completed at the corner of the Fortunado Dr. and Tuscany Ave.

Freddie Blanco

Freddy Blanco
INFRAMARK



Work Order

Inframark

313 Campus Street, Celebration, FL 34747

Phone: 407-566-1935

Date 07/21/2021

Work Order # WOCG07212021-A

Customer ID Country Greens District

Quotation For

Country Greens CDD

valid until: 08/31/2021

Prepared by Freddy Blanco

Work Order to pressure washer service.

Quantity	Description	Unit Price	Taxable?	Amount
	Pressure washer cleaning service to the 44 signs. (Main entrance)	\$ 820.00	No	\$ 820.00
	Pressure washer cleaning service to the 437 signs.	\$ 275.00		\$ 275.00
	Quote includes labor and materials			

Full payment due within 30 days of finalizing project.

If you have any questions concerning this quotation, please contact Freddy Blanco

Freddy.Blanco@inframark.com

407-947-2489

Subtotal \$ 1,095.00

Tax Rate 0.00%

Sales Tax \$ -

Other

Thank you for your business!

TOTAL
1,095.00
C. Catasus

To include tower as well - CC 7/30/21

Approved by C. Catasus 7/30/2021



261 Springview Commerce Drive
DeBary, FL 32713
Telephone 386-753-1100
Fax 386-753-1106

Date	Proposal #
07/23/2021	5741

Submitted To

Country Greens CDD

Freddy Blanco
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Country Greens CDD
Tuscany Avenue
Sorrento, FL 32776

Scope

We propose to furnish the following scope of work to complete Country Greens CDD.

Irrigation Maintenance

Repairs yielding the July Irrigation Maintenance Check.

Clock 1 - Zone 9 and 13 - Not responding.

We will need to locate and diagnose the issue. A follow-up proposal with the findings will be sent for the repair.

Clock 3 - Zone 11, 12, 13, 14 and 15 - Not responding.

We will need to locate and diagnose the issue. A follow-up proposal with the findings will be sent for the repair.

Description	Quantity	Unit	Price
Clock 1 - Zone 1			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Clock 1 - Zone 4			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
15 Ft Half Mpr Nozzle Rainbird	4.00	15' 180	12.56
Clock 1 - Zone 5			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	4.00	6"	99.44
15 Ft Half Mpr Nozzle Rainbird	6.00	15' 180	18.84
15 ft. 360 Nozzle	1.00	15' 360	3.14
Clock 1 - Zone 6			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Clock 1 - Zone 8			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	3.00	6"	144.90
Clock 1 - Zone 12			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	2.00	6"	96.60
Clock 1 - Zone 14			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
			0.00

Country Greens CDD

Irrigation Maintenance

Repairs yielding the July Irrigation Maintenance Check.

Clock 1 - Zone 9 and 13 - Not responding.

We will need to locate and diagnose the issue. A follow-up proposal with the findings will be sent for the repair.

Clock 3 - Zone 11, 12, 13, 14 and 15 - Not responding.

We will need to locate and diagnose the issue. A follow-up proposal with the findings will be sent for the repair.

Description	Quantity	Unit	Price
Clock 1 - Zone 15			
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	4.00	6"	193.20
Clock 1 - Zone 16			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Clock 1 - Zone 9 & 13 - Not Responding			0.00
Technician Diagnostic Labor	2.00	Hr	130.00
Clock 2 - Zone 1			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	3.00	6"	74.58
15 Ft Side Strip Mpr Nozzle Rainbird	3.00	15'ss	9.42
Clock 2 - Zone 3			0.00
15 Ft Half Mpr Nozzle Rainbird	3.00	15' 180	9.42
Clock 2 - Zone 4			0.00
15 Ft Half Mpr Nozzle Rainbird	3.00	15' 180	9.42
10 Ft Half Nozzle Rainbird	1.00	ea	3.14
Clock 2 - Zone 5			0.00
1812 12 Spray Head Rainbird	1.00	12"	41.98
15 Ft Half Mpr Nozzle Rainbird	8.00	15' 180	25.12
Clock 2 - Zone 6			0.00
15 Ft Half Mpr Nozzle Rainbird	4.00	15' 180	12.56
Clock 2 - Zone 10			0.00
15 Ft Full Mpr Nozzle Rainbird	2.00	15' 360	6.28
Clock 2 - Zone 14			0.00
15 Ft Full Mpr Nozzle Rainbird	2.00	15' 360	6.28
Clock 3 - Zone 5			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	1.00	6"	48.30
Clock 3 - Zone 6			0.00
1812 12 Spray Head Rainbird	2.00	12"	83.96
15 Ft Half Mpr Nozzle Rainbird	2.00	15' 180	6.28
Clock 3 - Zone 7			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	9.00	6"	223.74
15 Ft Side Strip Mpr Nozzle Rainbird	9.00	15'ss	28.26
Clock 3 - Zone 8			0.00

Country Greens CDD

Irrigation Maintenance

Repairs yielding the July Irrigation Maintenance Check.

Clock 1 - Zone 9 and 13 - Not responding.

We will need to locate and diagnose the issue. A follow-up proposal with the findings will be sent for the repair.

Clock 3 - Zone 11, 12, 13, 14 and 15 - Not responding.

We will need to locate and diagnose the issue. A follow-up proposal with the findings will be sent for the repair.

Description	Quantity	Unit	Price
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	5.00	6"	124.30
15 Ft Side Strip Mpr Nozzle Rainbird	10.00	15'ss	31.40
Clock 3 - Zone 9			0.00
15 Ft Half Mpr Nozzle Rainbird	2.00	15' 180	6.28
Clock 3 - Zone 10			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	2.00	6"	96.60
Clock 3 - Zone 11, 12, 13, 14 and 15 - Not responding			0.00
Technician Diagnostic Labor	5.00	Hr	325.00
Clock 4 - Zone 1			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
15 Ft Half Mpr Nozzle Rainbird	5.00	15' 180	15.70
Repair Riser	1.00	ea	15.53
Clock 4 - Zone 2			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	4.00	6"	99.44
15 Ft Side Strip Mpr Nozzle Rainbird	6.00	15'ss	18.84
Clock 4 - Zone 3			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	7.00	6"	174.02
10 Ft Half Nozzle Rainbird	7.00	ea	21.98
Lateral Line Break - Irrigation NTE	1.00	ea	350.00
Clock 4 - Zone 5			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	2.00	6"	96.60
Clock 4 - Zone 6			0.00
I-20 Ultra Pop Up Sprinkler W/ 3.0 Nozzle	5.00	6"	241.50
Clock 4 - Zone 7			0.00
1806 Nsi Rainbird- FLORIDA, SOUTH AND SE ONLY	1.00	6"	24.86
15 Ft Full Mpr Nozzle Rainbird	1.00	15' 360	3.14
Clock 4 - Zone 8			0.00
Lateral Line Break - Irrigation NTE	1.00	ea	450.00

Subtotal Irrigation Maintenance

3,625.53

Project Total

\$3,625.53

Country Greens CDD

Proposal # 5741**Project Total**

\$3,625.53

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: <u>Corey Westmark</u>	<u>7/23/2021</u>	Accepted: _____	_____
Servello & Son, Inc.	Date	Country Greens CDD	Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

This instrument was prepared
by and should be returned to

Truong Nguyen, Esquire
Gray, Harris & Robinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

CFN 2003059587
Bk 02318 Pgs 2231 - 2286; (56pgs)
DATE: 05/14/2003 10:51:32 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 225.00
TRUST FUND 20.50

Robert L. Thomas II Esq
130 Hillcrest St
Orlando FL 32801

GRANT OF EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS GRANT OF EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "**Agreement**"), made and executed this 6 day of May, 2003 by **EAGLE DUNES, LLC**, a Florida limited liability company, whose address is 86 Spring Vista Drive, DeBary, Florida 32713 ("**Eagle Dunes**"), **CENTRAL FLORIDA GOLF PROPERTIES, L.L.C.**, a Florida limited liability company, whose address is 1411 Edgewater Drive, Orlando, Florida 32804 ("**CFGP**") and **SORRENTO HILLS PROPERTIES, L.L.C.**, a Florida limited liability company ("**SHP**") and **SORRENTO HILLS, INC.**, a Florida corporation ("**SHI**"), whose mailing address is 1411 Edgewater Drive, Suite 101, Orlando, Florida 32804 (SHP and SHI together, "**SHPI**");

BACKGROUND:

A. Eagle Dunes, CFGP and SHPI each own real property making up the Sorrento Hills development (the "Subdivision"), located in Lake County, Florida, as depicted on the Master Site Plan attached as **Exhibit "A"**. Phases 1 and 2 of the Subdivision has been platted and recorded in Plat Book 48, Pages 4-15, Public Records of Lake County, Florida ("**Phases 1 and 2**"). The Subdivision less Phases 1 and 2 will be platted and recorded at a future as Phases 3 and 4 ("**Phases 3 and 4**")

B. Eagle Dunes purchased from SHPI, and is now the current owner in fee simple of real property, located in Subdivision, as more particularly described in **Exhibit "B"** (the "**Eagle Dunes Project**").

C. CFGP owns certain real property in the Subdivision, as more particularly described in **Exhibit "C"**, to be developed into a golf course (the "**Golf Course**"), and has conveyed to Eagle Dunes in fee simple certain Golf Course parcels, as more particularly described in **Exhibit "D"**, which parcels are designated as land for drainage and conservation purposes serving the Subdivision, (the "**Drainage Parcels**", the Golf Course less the Drainage Parcels shall be

referred to as the “**CFGP Property**”). The Drainage Parcels and the Eagle Dunes Project together, shall be referred to as the “**Eagle Dunes Property**”.

D. SHPI retained ownership of (i) a Subdivision tract, as more particularly described in Exhibit “E”, to be developed for commercial use (the “**Commercial Tract**”) and (ii) a Subdivision tract, as more particularly described in Exhibit “F”, to be used as a storage and maintenance area for the Golf Course (the “**Golf Course Maintenance Tract**”).

E. Eagle Dunes, CFGP and SHPI desire to create and grant the following easements to further each party’s development and use of their respective properties:

(i) Eagle Dunes desires to grant for the benefit of the CFGP Property, an easement over the Drainage Parcels for stormwater drainage and normal golf course use.

(ii) Eagle Dunes desires to grant for the benefit of CFGP Property and the Golf Course Maintenance Tract, an easement over the interior Subdivision roads and streets, for access, ingress and egress to and from the CFGP Property and the Golf Course Maintenance Tract.

(iii) SHPI desires to grant for the benefit of the Eagle Dunes Property, an easement for access, ingress and egress to and from the Eagle Dunes Property, over all driveways to be constructed on the Commercial Tract.

NOW THEREFORE, for and in consideration of the foregoing, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby create, grant, convey and declare to exist the following easements and rights of use and each party hereby agrees as follows, to wit:

1. **Easements Benefiting CFGP.** Eagle Dunes hereby declares, creates grants, conveys and imposes, for the benefit of the CFGP Property the following easements:

(a) **Drainage and Retention.** Eagle Dunes hereby declares, creates, grants, conveys and imposes, for the benefit of the CFGP Property and every person who shall now or hereafter be a fee simple owner of the CFGP Property, a perpetual, non-exclusive easement over, upon, across and through the Drainage Parcels, with full right to use and enjoy the benefits of all storm sewer ponds, lines, pipes, equipment and all other storm sewer facilities serving the Subdivision, now or hereafter located or constructed within the Drainage Parcels, for the purpose of drainage and retention of stormwater overflow and runoff from the CFGP Property (the “**Stormwater Easement**”).

(b) **Golf Course Use.** Eagle Dunes hereby declares, creates, grants, conveys and imposes, for the benefit of the CFGP Property and every person who shall now or hereafter be a fee simple owner of the CFGP Property, a perpetual, non-exclusive easement over, upon, across and through the Drainage Parcels, with full right to improve

the Drainage Parcels and use the Drainage Parcels as part of a first-class golf course (the “**Golf Course Use**”) as set forth in the Golf Course Plans prepared by Dasher Golf Design, Job. No. 004 (the “**Golf Course Plans**”).

(c) Use Conditions. The grant of the Stormwater Easement and Golf Course Use shall be conditioned the following:

(1) CFGP shall be obligated to construct and continuously operate and maintain a first-class golf course upon the CFGP Property and the Drainage Parcels, as contemplated by the Golf Course Plans.

(2) Use of the Stormwater Easement and the Golf Course Use shall in no way impair the capacity of the Drainage Parcels to serve as stormwater drainage and retention areas for the Subdivision.

(3) CFGP shall continuously maintain the Drainage Parcels located in Phases 3 and 4, as stormwater drainage and retention areas (including the drainage and retention areas designated as the Conservation Parcels) serving the Subdivision, and in compliance with all applicable laws and regulations and restrictions and requirements of record, until such time as Phases 3 and 4 shall be platted and the obligation to maintain the such Drainage Parcels shall pass to the Country Greens Development District.

(4) CFGP shall obtain and maintain (i) hazard insurance on all improvements on the Drainage Parcels and (ii) commercial general liability and property damage insurance providing coverage against liability for personal and bodily injury, death and property, in such coverage amounts and forms as customary and standard for a first-class golf course, naming Eagle Dunes as loss payee on all such insurance policies.

(c) Access Easement. Eagle Dunes hereby declares, creates, grants, conveys and imposes, for the benefit of the CFGP Property and the Golf Course Maintenance Tract and every person who shall now or hereafter be a fee simple owner of the CFGP Property, a perpetual, non-exclusive easement for the purposes of access, ingress and egress over, upon, across and through all Subdivision streets, driveways and road ways as depicted in the Master Site Plan, for access, ingress and egress to and from the CFGP Property and the SHPI Property (the “**Golf Course Access Easement**”), provided however, any use of the Golf Course Access Easement shall be limited to such use by the CFGP Property and the Golf Course Maintenance Tract owners, operators, and their invitees, as is necessary for the maintenance and operation of the Golf Course, and such owners, operators and invitees shall limit such Golf Course Access Easement use so as not to unreasonably interfere with the enjoyment and use of the Eagle Dunes Property by the owners or residents of the Eagle Dunes Property. Except for golfers who are residents of the Subdivision, golfers golfing at the Golf Course shall be limited to (i) the entrance access

particularly described in the attached **Exhibit "G"**, for access, ingress and egress to and from the CFGP Property and the Golf Course Maintenance Tract (the "**Golf Course Access Easement**"), provided however, any use of the Golf Course Access Easement shall be limited to such use by the CFGP Property and the Golf Course Maintenance Tract owners, operators, and their invitees, as is necessary for the maintenance and operation of the Golf Course, and such owners, operators and invitees shall limit such Golf Course Access Easement use so as not to unreasonably interfere with the enjoyment and use of the Eagle Dunes Property by the owners or residents of the Eagle Dunes Property. Except for golfers who are residents of the Subdivision, golfers golfing at the Golf Course shall be limited to (i) the entrance access area, as more particularly described in **Exhibit "H"**, for access, ingress and egress to and from the clubhouse and (ii) and the cross-drive access areas, as more particularly described in **Exhibit "I"**, for access, ingress and egress to and from each Golf Course parcel.

2. **Easements Benefiting Eagle Dunes.** CFGP and SHPI hereby declare, create, grant, convey and impose, for the benefit of the CFGP Property the following easements:

(a) Access to Drainage Parcels. CFGP hereby declares, creates, grants, conveys and imposes, for the benefit of the Eagle Dunes Property and every person who shall now or hereafter be a fee simple owner or occupant of the Eagle Dunes Property or any portion thereof, a perpetual, non-exclusive easement for the purpose of providing access, ingress and egress over, upon, across and through the CFGP Property, for access, ingress and egress to and from the Drainage Parcels, provided that (i) such access, ingress and egress right shall not be extended to residential lot owners of the Subdivision and (ii) such access, shall be limited to such portion of the CFGP Property in closest proximity to the Drainage parcel requiring such access.

(b) Access to Commercial Tract. SHPI hereby declares, creates, grants, conveys and imposes, for the benefit of the Eagle Dunes Property and every person who shall now or hereafter be a fee simple owner or occupant of the Eagle Dunes Property or any portion thereof, a perpetual, non-exclusive easement for the purposes of providing access, ingress and egress over, upon, across and through all streets, roadways, driveways, access areas to be located on the Commercial Tract, for access, ingress and egress to and from the Eagle Dunes Property (the "**Commercial Tract Access Easement**"). Eagle Dunes and SHPI shall cooperate in the planning and construction of one or more driveways from Tuscany Avenue to the Commercial Tract. Such driveways will be gated to limit access to the Eagle Dunes Property to Eagle Dunes owners and residents. SHPI shall be responsible for all costs and expenses of planning and constructing any such driveways up to the SHPI Property boundary line and Eagle Dunes shall be responsible for all costs and expenses of planning and constructing such driveways up to the Eagle Dunes Property boundary line and any access gates for such driveways. Eagle Dunes shall be responsible for maintaining and operating such access gates.

3. **Default.** In the event that any party under this Agreement shall fail to perform its obligations (a "Defaulting Party") in accordance with the terms and conditions of this Agreement (a "Default") and such Default shall not have been cured fifteen (15) days after receipt of written notice by Defaulting Party, the non-defaulting party shall be entitled to (i) seek all damages allowed by law or equity, and/or (ii) avail itself of the remedy of specific performance of this Agreement.

4. **Notice.** Any notice, request, demand, tender or other communication under this instrument shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon delivery if deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below, or by facsimile with proof of delivery of same. The time period in which a response must be made, or action taken, by a party receiving such communication shall commence on the date of actual receipt by such party. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication.

Notices to EAGLE DUNES: EAGLE DUNES, LLC
86 Spring Vista Drive,
DeBary, Florida 32713
Attention: John C. Gray, Jr.
Facsimile: 386/668-2848

Notices to CFGP: CENTRAL FLORIDA GOLF PROPERTIES, L.L.C.
1411 Edgewater Drive
Orlando, Florida 32804
Attention: ROBERT W. HEWITT
Facsimile: 407-236-9902

Notices to SHPI: SORRENTO HILLS PROPERTIES, L.L.C. and
SORRENTO HILLS, INC.
1411 Edgewater Drive
Orlando, Florida 32804
Attention: ROBERT W. HEWITT
Facsimile: 407-236-9902

5. **Duration.** The easements and restrictions hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the Eagle Dunes Property, the SHPI Property and the CFGP Property and all mortgagees of any portion thereof.

6. **Miscellaneous.** With or without specific reference thereto, the conveyance of an interest in any portion of the Eagle Dunes Property, the SHPI Property and the CFGP Property shall be subject to the respective burdens and benefits of the easements hereby created and granted to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. Notwithstanding anything to the contrary hereinabove set forth, the creation of the easements for which provisions are hereinabove made shall not be construed in such fashion as to preclude any party, its successors and assigns, from dedicating or conveying any easement area and/or any facility located therein as are owned by it to either a county, municipality or other political subdivision of the State of Florida, or the Country Greens Community Development District, for the purpose of perpetuating the use of such easement area and/or such facility for the purpose or purposes to which such facility is presently or is intended hereby to be devoted. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Eagle Dunes Property, the SHPI Property and the CFGP Property, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.

7. **Attorney's Fees.** In the event that it shall become necessary for any of the parties hereto or their successors or assigns to institute legal proceedings to enforce any provision hereof, the prevailing party in any such proceedings shall be entitled to recover, in addition to any damages or other relief granted as a result of such proceedings, all costs and expenses of such proceedings and its reasonable attorneys' fees, at both the trial and appellate levels.

8. **Counterparts.** This instrument may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to the other party.

[EXECUTION SIGNATURES ON THE FOLLOWING PAGE]

