

Hacienda Lakes Community Development District

707 Orchid Drive, Naples, FL 34102
P. 239-269-1341

**BOARD OF SUPERVISORS
HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Monday, February 27, 2023 9:00 a.m.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

- I.** Roll Call.
- II.** Public Comments on Agenda Items
- III.** Organizational Matters:
 - A. Update on lake bank maintenance program. Exhibit 1
 - B. Monument sign lighting update.
 - C. Azure lakes update Exhibit 2
 - D. Mid-season landscaping update
- IV.** Administrative Matters
 - A. Approval of Minutes from the November 16, 2020 Landowner Meeting Exhibit 3
 - B. Approval of Minutes from the November 16, 2020 General Meeting Exhibit 4
 - C. Azure Lot 196 Easement Encroachment Agreement Exhibit 5
 - D. ADP cancelled
- V.** Business Matters
 - None to report at this time.
- VI.** Financial Matters
 - A. Acceptance of the January 2023 Financial Statements Exhibit 6

VII. Staff Reports.

A. Manager.

1. Audit Update
2. Azure HOA Meeting
3. Esplanade lake bank landscape maintenance meeting and HOA meeting

B. Legal Counsel

C. Engineer

VIII. Public Comments

- 1, Hacienda Lakes development update – David Torres

IX. Supervisors' Requests

X. Adjournment

EXHIBIT 1







EXHIBIT 2







EXHIBIT 3

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
Suite 100, 707 Orchid Drive
Naples, FL 34102

MINUTES OF MEETING

Landowner Meeting

Monday, November 21, 2022, 9:01 a.m.

4001 Tamiami Trail North, Suite 300

Naples, Florida 34103

Present was:

David Torres - Landowner

Hacienda Lakes of Naples, Florida Star
Development and Lords Way 30 LLC,

Greg Urbancic

District Counsel,
Coleman, Yovanovich & Koester, P.A.,

Russ Weyer

District Manager, Real Estate Econometrics, Inc.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above. There were no Board of Supervisors, residents or members of the public in attendance.

SECOND ORDER OF BUSINESS

Notice of Publication

Mr. Weyer pointed out that the meeting was properly advertised in the Naples Daily News as shown in the agenda package.

THIRD ORDER OF BUSINESS

Election of Supervisors

A. Election of Supervisors

1. Determine the Number of Voting Units Represented

Mr. Weyer noted that there is a total of 86 votes to be cast by the Landowners.

1 2. Nominations of the Position of Supervisors and Terms of Office.

2
3 Mr. Weyer pointed out that the following Board of Supervisors candidate is being
4 considered for re-election to the Hacienda Lakes Community Development District Board
5 of Supervisors:

6
7 Mr. Robert Mulhere Seat #3

8
9 Mr. Weyer said that the lone seat is being elected for a 2-year term.

10
11 3. Casting of Ballot.

12
13 Mr. Torres was identified as the proxy holder for Hacienda Lakes of Naples, Florida Star
14 Development and Lord's Way 30 LLC. There were no residents in attendance so no
15 resident votes were cast

16
17 4. Ballot Tabulations and Results.

18
19 The tabulations were as follows:

20
21 Mr. Robert Mulhere 86 Votes 2-Year Term

22
23 **FOURTH ORDER OF BUSINESS**

Landowner Questions/Comments

24
25 There were no questions or comments from the Landowner.

26
27
28 **FIFTH ORDER OF BUSINESS**

Adjournment

29
30 The meeting was officially adjourned.

31
32
33
34 _____
35 Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

36
37
38
39 _____
Print Name

Print Name

EXHIBIT 4

HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT
Suite 100, 707 Orchid Drive
Naples, FL 34102

MINUTES OF MEETING

Board of Supervisors Meeting
Tuesday, November 22, 2020, 9:01 a.m.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

Present and constituting a quorum were:

Maritza Aguiar	Board Member
Bob Mulhere	Board Member
Clifford “Chip” Olson	Board Member
Tom Bothe	Board Member
Wayne Martin	Board Member (Sworn In)

Also present were:

Russ Weyer	District Manager, Real Estate Econometrics, Inc.
Greg Urbancic	District Counsel,
	Coleman, Yovanovich & Koester, P.A.
Terry Cole	District Engineer, Hole Montes (Via Zoom)
David Torres	Hacienda Lakes of Naples LLC.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Weyer called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above and a quorum was established.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public Comment. No comments were forthcoming from the public in attendance.

1 **THIRD ORDER OF BUSINESS**

Organizational Matters

2
3 Mr. Weyer reported that Mr. Martin won the general election for Seat #4 with 72.5% of the
4 electorate vote and Mr. Bothe ran unopposed in the same general election for Seat #2. Both
5 received four (4) year terms. Mr. Mulhere was elected to a two (2) year term at the
6 landowner's meeting held the day before. The newly appointed Supervisors each gave their
7 oaths of office by Mr. Urbancic. Mr. Urbancic then reviewed the membership, obligations
8 responsibilities of the office.
9

10 **A. Consideration of Resolution 2023-1:** Canvassing the Landowner Election results from the
11 November 21st Landowner Election meeting.
12

13 Mr. Weyer presented Resolution 2023-1 which canvasses the votes, declares and certifies the
14 election. Mr. Weyer again reported that Mr. Martin won the general election for Seat #4
15 with 72.5% of the electorate vote and Mr. Bothe ran unopposed in the same general election
16 for Seat #2. Both received four (4) year terms. Mr. Mulhere was elected to a two (2) year
17 term at the landowner's meeting held the day before.
18

19 There was no further discussion
20

21 On MOTION by Mr. Olson and seconded by Ms. Aguiar, with all in favor, the Board of Supervisors
22 of the Hacienda Lakes Community Development District approved Resolution 2023-1 canvassing
23 the Landowner Election results from the November 21st Landowner Election meeting.
24

25
26 **B. Consideration of Resolution 2023-2:** Relating to the designation of officers for the District and
27 providing for an effective date.
28

29 Mr. Weyer kept the slate of officers basically the same as voted on in August with the
30 exception of removing Mr. Nadeau as an Assistant Secretary and adding Mr. Martin to the
31 same office.
32

33 There was no further discussion.
34

35 On MOTION by Mr. Bothe and seconded by Mr. Olson, with all in favor, the Board of Supervisors
36 of the Hacienda Lakes Community Development District approved Resolution 2023-2 relating to
37 the designation of officers for the District and providing for an effective date.
38
39
40

1 **FOURTH ORDER OF BUSINESS**

Administrative Matters

2
3 **A. Consideration of Resolution 2023-3:** Relating to Certifying the completion of the Series 2016
4 Project.

5
6 Mr. Weyer presented Resolution 2023-4 which relates to the completion of the Series 2016
7 Project. Mr. Urbancic said that this a standard procedure per Chapter 170 of the Florida
8 Statutes and the Trust Indenture for the Series 2016 Bonds that notes when the project is
9 complete and we have a certificate of completion from the District Engineer, we adopt a
10 resolution that formally for the record that the project is complete. There is \$4,430 left in
11 the account that goes into the prepayment account to pay down bonds.

12
13 There was no further discussion

14
15 On MOTION by Mr. Olson and seconded by Ms. Aguiar, with all in favor, the Board of Supervisors
16 of the Hacienda Lakes Community Development District approved Resolution 2023-3 certifying the
17 completion of the Series 2016 Project.

18
19 **B. Consideration of the Encroachment into the District drainage easement, Phase 2, Lot 341 in**
20 **Azure.**

21
22 Mr. Weyer said this easement issue has been going on for a while and this consideration is in
23 two parts – Easement Use Agreement and the Corrective Encroachment Agreement. Mr.
24 Urbancic explained that the applicant's pool encroached into the District's drainage easement.
25 We usually consider these requests on our own.

26
27 The applicant went to the Collier County first and the County wanted the District to join in on
28 the County's easement use agreement. While the County's form is basically the same as the
29 District's, Mr. Urbancic noted that this agreement required the District to indemnify the
30 County for something that the applicant is doing. Both parties went back and forth and the
31 District agreed to the modified language that put all of the responsibility on the applicant.

32
33 The Applicant did pay the \$600 District review fee.

34
35 On MOTION by Mr. Bothe and seconded by Ms. Aguiar, with all in favor, the Board of Supervisors
36 of the Hacienda Lakes Community Development District approved the Easement Use Agreement
37 and Corrective Encroachment Agreement.

38
39 **C. Approval of Minutes of the August 15, 2022 Meeting**

40
41 Mr. Weyer asked if there were any comments or corrections to the August 15, 2022 meeting
42 minutes. There were none brought forward.

43
44 On MOTION by Mr. Olson and seconded by Mr. Martin, with all in favor, the Board of Supervisors
45 of the Hacienda Lakes Community Development District approved the August 15, 2022 Board
46 Meeting Minutes.

1
2 **D. Approval of Grau & Associates FY 2021-2022 Audit Engagement Letter**
3

4 Mr. Weyer presented the Grau & Associates audit engagement letter for the just ended 2021-
5 2022 fiscal year. Mr. Weyer noted that using the same audit firm since they understand the
6 District is very helpful in streamlining the process. He said that the proposal is not to exceed
7 \$6,800 and he had budgeted \$7,000.
8

9 On MOTION by Mr. Martin and seconded by Mr. Mulhere, with all in favor, the Board of
10 Supervisors of the Hacienda Lakes Community Development District approved the Grau &
11 Associates FY 2021-2022 Audit Engagement Letter.
12

13 **E. Nuisance Alligator Removal Procedure**
14

15 Mr. Weyer presented a nuisance alligator removal procedure in response to questions about
16 alligators in District lakes. Mr. Weyer drafted the procedure and will circulate it to all of the
17 HOAs within the District. Mr. Torres asked what is the procedure and Mr. Weyer said there
18 is a phone number to call.
19

20
21 **FIFTH ORDER OF BUSINESS**

Business Matters

22
23 None to be considered at this time.
24
25

26 **SIXTH ORDER OF BUSINESS**

Financial Matters

27
28
29 **A. Acceptance of October 2022 Financial Statements**
30

31 Mr. Weyer presented the District's financial statements through October 31, 2022. Cash
32 flow shows that we have a positive cash flow of \$130,000. Mr. Weyer explained the fiscal
33 year and the timing of the District cash flow. The budget to actual is not complete yet as the
34 budget needs to be updated to this fiscal year.
35

36 The trial balances are done for FY 2021-2022 and will be transmitted to Grau & Associates
37

38 There were no further questions or comments.
39

40 On MOTION by Mr. Olson and seconded by Mr. Bothe, with all in favor, the Board of Supervisors
41 of the Hacienda Lakes Community Development District accepted the District's Financial
42 Statements through October 31, 2022.
43
44
45

1 **SEVENTH ORDER OF BUSINESS**

Staff Reports

2
3 **Manager's Report –**

- 4
5 1. Mr. Weyer noted that the holiday decorations are installed and looking great.
6 2. Mr. Weyer said that the motor had to be replaced on the north side fountain and that the
7 motor and pump had to be replaced on the main irrigation lake on the south side. Mr. Bothe
8 requested that the email Mr. Weyer sent to him showing how the irrigation lake fountain is
9 to be reset when down.
10 3. Mr. Weyer said that the lake bank repair funded by Taylor Morrison will take place between
11 January and March.
12 4. The lake turnover at Esplanade will be completed once the documents are signed, the
13 \$60,000 is transferred and the documents recorded.
14 5. Mr. Weyer presented the easement for 9020 St. Lucia Drive, Lot 196 in Azure. The
15 applicant encroached almost 5' into the easement. After further discussion, Mr. Urbancic
16 recommended that the Board vote on the easement request.
17

18 On MOTION by Mr. Bothe and seconded by Mr. Olson, with all in favor, the Board of Supervisors
19 of the Hacienda Lakes Community Development District denied the applicant's request for an
20 encroachment easement agreement for 9020 St. Lucia Drive, Lot 196 in Azure.
21

- 22 6. Mr. Weyer reported that the District will set up a meeting with the Esplanade HOA to define
23 the landscape maintenance responsibilities around the lakes like Azure has been set up.
24 7. Mr. Weyer reported on the ownership of the Indian conservation area.
25
26

27 **Attorney's Report –**

28
29 Mr. Urbancic had nothing further to report.
30

31 **Engineer's Report –**

32
33 Mr. Cole noted that the agreement with Naples Sprinkler is in place and he will be ready to
34 go in and do the work when the lake levels recede in the January/February timeframe. (Mr.
35 Olson left at this time).
36

37 Mr. Cole reviewed the water use permit renewal sent to Mr. Weyer from Mr. Torres. He
38 noted that there are a couple of special conditions. A monitoring well needed to be installed
39 at the north side of the irrigation lake to monitor chloride levels and a hydrograph gauge
40 needed to be installed to monitor lake levels. Mr. Weyer will contact Cardno to determine
41 how to proceed.
42
43

44 **EIGHTH ORDER OF BUSINESS**

Public Comments

45
46 There was no public comment.

EIGHTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Bothe asked for an update on the construction now underway around the area. Mr. Torres provided an update.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms., Aguiar and seconded by Mr. Martin, with all in favor, the meeting of the Board of Supervisors of the Hacienda Lakes Community Development District was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

Print Name

Print Name

EXHIBIT 5

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2023, by and between **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT** (“**District**”) and **WALTER MILTON YOST, II AND DENISE CAROLINE GARGASZ-YOST** (collectively, “**Owner**”).

RECITALS

A. Owner is the owner in fee simple of that certain real property located at 9020 Saint Lucia Drive, Naples, FL 34114, which real property is legally described as follows (the “**Owner’s Property**”):

Lot 196, Azure at Hacienda Lakes - Phase 2, according to the plat thereof as recorded in Plat Book 65, Pages 72 through 75, inclusive, of the Public Records of Collier County, Florida.

B. Pursuant to the terms of the plat of Azure at Hacienda Lakes - Phase 2, a subdivision according to the plat thereof, as recorded in Plat Book 65, Pages 72 through 75, inclusive, of the Public Records of Collier County, Florida (the “**Plat**”), the east side of the Owner’s Property is subject to and encumbered by a 5.0’ drainage easement (the “**Drainage Easement**”). District is the owner and holder of rights in the Drainage Easement.

C. Owner intends to construct and maintain pavers and a fence (collectively, the “**Improvements**”) that will partially encroach into the Drainage Easement (the “**Encroachment**”) as shown on the site plan attached as **Exhibit “A”** and made a part of this Agreement (the “**Site Plan**”).

D. The parties to this Agreement have reached certain understandings with regard to the Encroachment and now desire to set forth their understandings in writing for recordation.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. **Consent to the Encroachment and Covenant not to Construct.** Subject to the terms of this Agreement, District hereby expressly consents to the Encroachment and Owner, for itself and on behalf of all of its heirs, successors and/or assigns agrees and covenants that, in consideration for such consent by District, no portion of the Improvements encroaching into the Drainage Easement shall ever be expanded or increased beyond that which is permitted herein. In the event District determines that, notwithstanding Owner’s agreement to the restrictive covenant set forth herein, any portion of the Improvements within the

Drainage Easement has been expanded or increased or Owner has otherwise constructed or installed improvements beyond or in addition to the permitted Improvements in the Drainage Easement in violation of the terms hereof, and gives written notice to Owner of such determination, Owner or its successors and/or assigns shall have thirty (30) calendar days to correct such violation at its sole cost and expense after such written notice is actually received or deemed to have been received, whichever is earlier. In the event such violation is not corrected within such thirty (30) day period, Owner expressly agrees District may, and hereby further authorizes District to, take all steps necessary to remove such violating improvements, including, but not limited to, the right to enter onto the Owner's Property. Owner acknowledges that the Encroachment into the Drainage Easement is by consent of District and not by any claim of some other right.

3. **Owner's Responsibilities.** Owner agrees to, and acknowledges the following responsibilities as a condition to District's consent to the Encroachment:

a. Owner shall be fully responsible, at Owner's sole cost and expense, for the installation, operation, and maintenance of the Improvements, including any permits or approvals required for the work;

b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements are conducted in compliance with all applicable laws;

c. Owner shall ensure the installation, operation, and maintenance of the Improvements does not damage any property of District, or any third-party's property, and in the event of any such damage, Owner shall immediately repair the damage at Owner's sole cost and expense;

d. Owner shall continue to operate, maintain, and repair the Improvements, in good and proper working condition and repair;

e. Except as to the approved Encroachment approved herein, Owner shall ensure that District has access through the Drainage Easement to and from components of District's stormwater management system to allow District to operate, maintain and repair the same, as needed;

f. Owner is aware that there is a 12" HDPE drainage pipe located in the Drainage Easement which shall require maintenance or repair by the District from time to time; and

g. Owner shall maintain the Drainage Easement free from any construction, materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim of lien at Owner's sole cost and expense.

4. **Additional Costs.** In the event that at any time subsequent to the execution of this Agreement the Encroachment encumbers or inconveniences District's use of the Drainage Easement (including, without limitation, the maintenance, repair, and/or replacement of improvements within or adjacent to the Drainage Easement such as buried pipes or other drainage lines), District will make reasonable efforts to work around the Encroachment; provided, however, that Owner shall pay for all of District's costs associated with working around the Encroachment to the extent that such costs would not have been incurred but for the Encroachment. Said additional costs are, at the election of District, to be paid to District in advance of any work to be performed by District. District shall be the sole judge of such

incremental costs. Only if District, in its sole judgment, is not able to work around the Encroachment, will District mandate that the Encroachment be moved or removed, at no cost to District, as then may be needed to allow District the needed use of the Drainage Easement. If Owner fails to remove the Encroachment after written request of District, District may remove the Encroachment and charge Owner for the cost thereof. Removal of the Encroachment will be the last alternative solution of any such use problem(s) unless the incremental cost of the least expensive and viable alternative solution exceeds the cost of removal.

5. **Indemnification.** In order to induce District to consent to the Encroachment, as evidenced by this Agreement, Owner hereby agrees to fully protect, indemnify, defend, save and hold District, and its supervisors, officers, employees, agents, administrators, and all of their respective heirs, successors and assigns (collectively, the “**Indemnified Parties**”), harmless from and against any and all claims, damages, expenses, costs, charges, obligations, liabilities, fees, penalties, assessments, taxes, losses, etc. of any kind or nature whatsoever, whether mature or not, in law or in equity, whether as a result of settlement, litigation or arbitration which may be incurred or suffered by one or more of the Indemnified Parties arising out of, relating to or resulting from the construction, use, maintenance and occupation of the Encroachment and any removal of any improvements within the Encroachment, and in all events including, but not limited to, any and all attorneys’ fees, court costs, and including costs incurred in any appellate proceedings, or costs of arbitration and all expenses in defending same, in connection with any and all of the above.

6. **Other Approvals.** Owner shall be responsible for obtaining any and all approvals of any other entity having an interest in the Drainage Easement, including, without limitation, Collier County and the Hacienda Lakes Homeowners’ Association, Inc.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successor and assigns forever. This Agreement, the rights and privileges herein granted and the burdens imposed hereby shall be perpetual and shall run with and bind Owner’s Property.

8. **Governing Law / Venue.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

9. **Prevailing Party.** The prevailing party in any litigation arising out of this Agreement shall be entitled to recover from the non-prevailing party all attorneys’ fees, paralegal fees, and costs incurred in connection with such litigation, whether pre-trial, at trial, in arbitration, on appeal, or otherwise.

10. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Modifications.** This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by both of the Parties.

12. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. **Integration.** This Agreement embodies the entire understanding of the parties with respect to the subject matter contemplated herein, and the terms hereof control over and supersede all prior and contemporaneous understandings pertaining to the subject matter hereof.

14. **Interpretation.** This Agreement has been negotiated fully between the parties as an arms' length transaction. Both parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Termination.** This Agreement shall continue in full force and effect until terminated by recording an instrument in the Public Records of Collier County, Florida, signed by the parties or their successors and assigns to this Agreement or upon the removal by Owner of the Encroachment.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)

The parties have executed this Agreement as of the date first written above.

DISTRICT:

**HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

G. Russell Weyer, Secretary

By: _____
Robert J. Mulhere, Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2023, by Robert J. Mulhere, as Chairman of Hacienda Lakes Community Development District, on behalf of said community development district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

OWNER:

Walter Milton Yost, II

Denise Caroline Gargasz-Yost

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _____ day of _____, 2023, by Walter Milton Yost, II and Denise Caroline Gargasch-Yost, who () is/are personally known to me or () has/have produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC

Name: _____
(Type or Print)

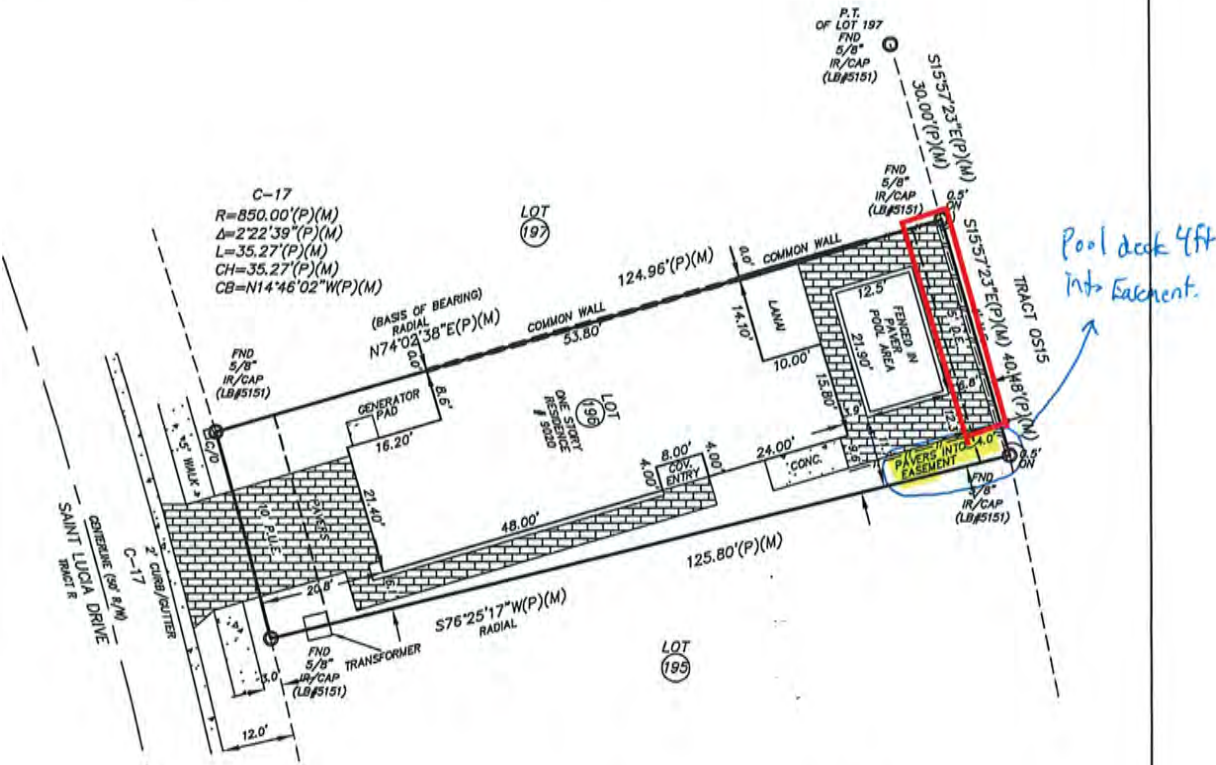
My Commission Expires:

Exhibit "A"

BOUNDARY AS-BUILT SURVEY
9020 SAINT LUCIA DRIVE
NAPLES, FL 34114

LEGAL DESCRIPTION:

Lot 196, AZURE AT HACIENDA LAKES - PHASE 2, A REPLAT OF LOTS 179 THROUGH 198 AZURE AT HACIENDA LAKES - PHASE 2, according to the map or plat thereof, recorded in Plat Book 65, Pages 72-75, as recorded in Plat book 68, Pages 16-17, inclusive of the Public Records of Collier County, Florida.



SURVEYOR'S NOTE:
-SURVEY WAS MADE OF THE R/W AND PARCEL MARKERS SHOWN AND MATCHES THE ADDRESS AND LOCATION PER TAX INFORMATION AND LEGAL PROVIDED USE.
-PARCEL BOUNDARY LINES SHOWN PER PLAT OR LEGAL DESCRIPTION WITH THE IMPROVEMENTS FIELD LOCATED BY HAND MEASUREMENTS OR FIELD EQUIPMENT
-FIELD MEASUREMENTS SURVEY CLOSURE BETTER THAN 1:10000 FEET
-SURVEY CAN BE USED FOR ALL NEEDS

FEMA MAP 12021C0606H
FLOOD ZONE AH
DATE: 05-16-12
BASE ELEV. 9.5'

DRAFTER - MARCOS (SDS)

COVERED ENTRANCE
SCREEN ENCLOSED AREA
SCREEN ENCLOSED WITH POOL

(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE

FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR - IF FENCES ARE SHOWN, DISTANCES INDICATE APPROXIMATE DISTANCE ON OR OFF PROPERTY - OVERHANGS AND UNDERGROUND FOUNDATIONS OR UTILITIES HAVE NOT BEEN LOCATED AS PART OF THIS SURVEY.

(1) UNLESS STATED OTHERWISE THIS SURVEY IS AN AS-BUILT SURVEY SHOWING VISIBLE IMPROVEMENTS IN RELATION TO SURVEY MARKERS FOUND

**AFFORDABLE
SURVEYS**
239-283-1518

3386 STRINGFELLOW ROAD
SAINT JAMES CITY, FL 33956

AFFORDABLE SURVEYS IS OWNED BY KNOW IT NOW, INC., 2011 HEIDELBERG AVENUE, DUNEDIN, FL 34696

CERTIFIED EXCLUSIVELY TO:

Walter Milton Yost, II

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.



BILL H. HYATT
2022.10.10
14:59:36
-04'00'

DATE OF FIELD SURVEY
08-24-2022
BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

FLORIDASURVEYOR@AOL.COM
727-415-8305

Azure at Hacienda Lakes - Phase 2 Lots 178-199

PLAT BOOK 68 PAGE 16

SHEET 1 OF 2

A REPLAT OF ALL OF LOTS 178 THROUGH 199, AZURE AT HACIENDA LAKES - PHASE 2,
RECORDED IN PLAT BOOK 65, PAGES 72 THROUGH 76 (INCLUSIVE)
LYING WITHIN SECTION 24, TOWNSHIP 50 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

LEGAL DESCRIPTION

BEING ALL OF LOTS 178 THROUGH 199 (INCLUSIVE), AZURE AT HACIENDA LAKES - PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGES 72 THROUGH 76 (INCLUSIVE), OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONTAINING 122,158 SQUARE FEET OR 2.804 ACRES, MORE OR LESS.

DEDICATIONS/RESERVATIONS

STATE OF FLORIDA
COUNTY OF COLLIER

KNOW ALL MEN BY THESE PRESENTS THAT TOLL FL XIII LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP (DEVELOPER), THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT ENTITLED "AZURE AT HACIENDA LAKES - PHASE 2, LOTS 178-199" TO BE MADE AND DOES HEREBY:

A. DEDICATE TO AZURE AT HACIENDA LAKES HOMEOWNERS' ASSOCIATION, INC.:

1. TRACT "OSIS" AS OPEN SPACE, SUBJECT TO THE EASEMENTS SHOWN HEREON WITH RESPONSIBILITY FOR MAINTENANCE.
2. ALL IRRIGATION EASEMENTS (I.E.) FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION FACILITIES WITH RESPONSIBILITY FOR MAINTENANCE, PROVIDED THAT SUCH USES BE SUBJECT TO AND NOT INCONSISTENT WITH USES BY THE COLLIER COUNTY WATER-SEWER DISTRICT WITH RESPONSIBILITY FOR MAINTENANCE.

B. DEDICATE TO THE HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT:

1. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.
2. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED, FOR THE PURPOSE OF ACCESS TO THE SAME FOR CONSTRUCTION, INSTALLATION AND OPERATION OF STORMWATER/DRAINAGE FACILITIES, WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE TO COLLIER COUNTY:

1. ALL DRAINAGE EASEMENTS (D.E.) AS DEPICTED WITH NO RESPONSIBILITY FOR MAINTENANCE.
2. A RIGHT OF ACCESS OVER THOSE AREAS INDICATED ON THE PLAT AS DRAINAGE EASEMENTS (D.E.) AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

D. DEDICATE PUBLIC UTILITY EASEMENTS (P.U.E.) TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES:

ALL PLATTED PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 22nd DAY OF May, 2020, A.D.

WITNESSES:

Christie E. Adams
SIGNATURE

Christian E. Adams
PRINT NAME

Theresa A. Mulley
SIGNATURE

Theresa A. Mulley
PRINT NAME

TOLL FL XIII LIMITED PARTNERSHIP,
A FLORIDA LIMITED PARTNERSHIP

BY: TOLL SOUTHEAST LP COMPANY, INC.,
A DELAWARE CORPORATION,
ITS GENERAL PARTNER

BY: *Kevin R. Brown*
KEVIN R. BROWN,
DIVISION PRESIDENT

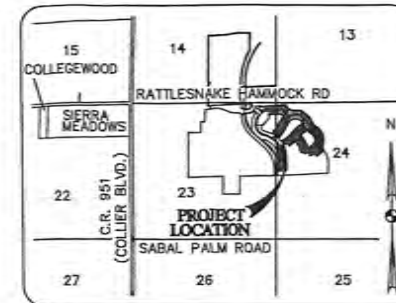
CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 22nd DAY OF May, 2020, A.D., BY KEVIN R. BROWN, DIVISION PRESIDENT OF TOLL SOUTHEAST LP COMPANY, INC., A DELAWARE CORPORATION, GENERAL PARTNER OF TOLL FL XIII LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, ON BEHALF OF SAID ENTITIES. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

Jessica K. Linn
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Jessica K. Linn
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED



LOCATION MAP
NOT TO SCALE

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. UNLESS OTHERWISE NOTED ALL CURVES ARE TANGENTIAL AND CIRCULAR.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY BOUNDARY OF PARCEL 1, AZURE AT HACIENDA LAKES - PHASE 2, PLAT BOOK 65, PAGE 72, AS BEING SOUTH 02°31'39" EAST AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
4. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AZURE AT HACIENDA LAKES DATED AS OF JANUARY 1, 2017 AND RECORDED JULY 27, 2017 IN OFFICIAL RECORDS BOOK 5355, PAGE 1476; AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AZURE AT HACIENDA LAKES DATED JULY 11, 2017 AND RECORDED JULY 27, 2017 IN OFFICIAL RECORDS BOOK 5419, PAGE 2097; AND AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AZURE AT HACIENDA LAKES DATED NOVEMBER 29, 2018 AND RECORDED JANUARY 24, 2019 IN OFFICIAL RECORDS BOOK 5592, PAGE 1649, ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
5. THE GRANT OF EASEMENT RECORDED OCTOBER 19, 2015 IN OFFICIAL RECORDS BOOK 5205, PAGE 2194 IS A BLANKET EASEMENT OVER ALL LANDS PLATTED HEREBY.
6. THE GRANT OF EASEMENT RECORDED MARCH 6, 2017 IN OFFICIAL RECORDS BOOK 5368, PAGE 2612 IS A BLANKET EASEMENT OVER ALL LANDS PLATTED HEREBY.
7. THIS PROJECT WAS APPROVED AS HACIENDA LAKES MPUD, PUD ORD. NO. 11-41 AND LIES WITHIN THE HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT, ORD. NO. 12-36.

COUNTY APPROVALS

COUNTY ENGINEER

THIS PLAT APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT OF COLLIER COUNTY, FLORIDA, THIS 15th DAY OF JUNE, 2020, A.D.

Jack McKenna
JACK MCKENNA, P.E.
COLLIER COUNTY ENGINEER

COUNTY SURVEYOR

THIS PLAT REVIEWED BY THE COLLIER COUNTY SURVEYOR THIS 15th DAY OF JUNE, 2020, A.D.

Marcus L. Berman
MARCUS L. BERMAN, P.S.M. #5086
COLLIER COUNTY SURVEYOR

COUNTY ATTORNEY

THIS PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 9th DAY OF JUNE, 2020, A.D.

Sally A. Ashkar
SALLY A. ASHKAR
ASSISTANT COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF COLLIER

THIS PLAT APPROVED FOR RECORDING IN A REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THIS 26th DAY OF April, 2020, A.D. PROVIDED THAT THE PLAT IS FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF COLLIER COUNTY, FLORIDA.

Crystal K. Kinzel
CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

Burt L. Saunders
BURT L. SAUNDERS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

FILING RECORD

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT 11:25 (A.M. OR P.M.) THIS 15th DAY OF June, 2020, A.D., AND DULY RECORDED IN PLAT BOOK 68, PAGE(S) 16 THROUGH 17, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Crystal K. Kinzel
CRYSTAL K. KINZEL, CLERK
OF THE CIRCUIT COURT & COMPTROLLER
IN AND FOR COLLIER COUNTY, FLORIDA

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A BOUNDARY SURVEY PERFORMED BY ME, OR UNDER MY SUPERVISION, AS PROVIDED IN CHAPTER 177.041, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, AS AMENDED, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL PERMANENT REFERENCE MONUMENTS HAVE BEEN SET PRIOR TO RECORDING OF THIS PLAT AND THAT ALL LOT CORNERS WILL BE SET PRIOR TO FINAL ACCEPTANCE OF THE REQUIRED IMPROVEMENTS.

RHODES & RHODES SURVEYING, INC.

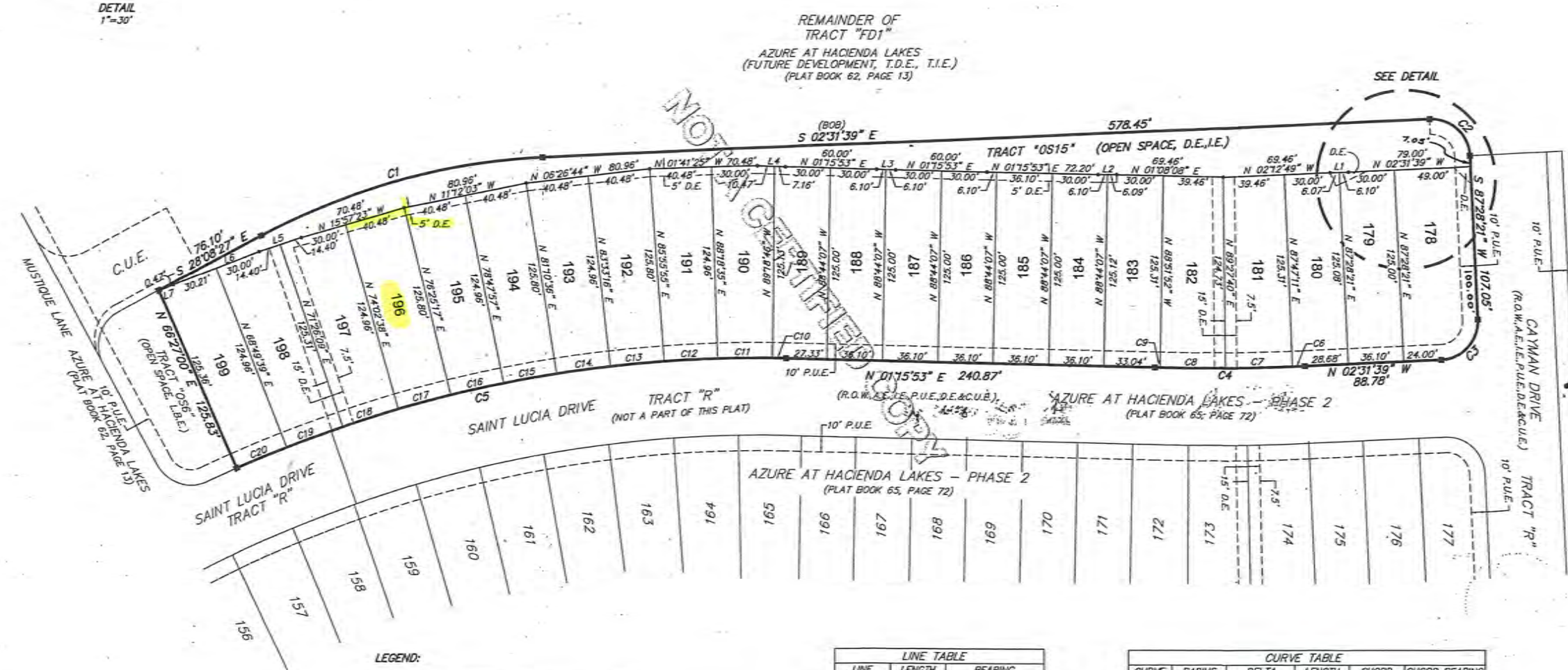
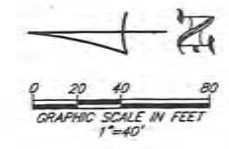
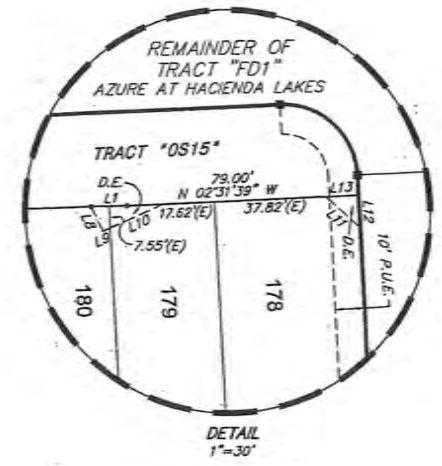
John Scott Rhodes 5/19/20
JOHN SCOTT RHODES, P.S.M. NO. 5739 DATE



THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, P.S.M. #5739
**RHODES & RHODES
LAND SURVEYING, INC.**
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8165
FLORIDA BUSINESS LICENSE NO. LB 6897

Azure at Hacienda Lakes - Phase 2 Lots 178-199

A REPLAT OF ALL OF LOTS 178 THROUGH 199, AZURE AT HACIENDA LAKES - PHASE 2,
RECORDED IN PLAT BOOK 65, PAGES 72 THROUGH 76 (INCLUSIVE)
LYING WITHIN SECTION 24, TOWNSHIP 50 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA



LEGEND:

P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
B.O.B. BASIS OF BEARING
R.O.W. RIGHT-OF-WAY
O.R. OFFICIAL RECORDS BOOK
N.R. NON-RADIAL
(E) EASEMENT TIE
P.U.E. PUBLIC UTILITY EASEMENT
A.E. ACCESS EASEMENT
I.E. IRRIGATION EASEMENT
L.B.E. LANDSCAPE BUFFER EASEMENT
L.M.E. LAKE MAINTENANCE EASEMENT
D.E. DRAINAGE EASEMENT
C.U.E. COUNTY UTILITY EASEMENT
P.R.M. PERMANENT REFERENCE MONUMENT

■ INDICATES SET PERMANENT REFERENCE MONUMENT
(5/8" X 18" IRON ROD CAPPED "PRM LB 6897")
(UNLESS OTHERWISE NOTED)

• POINT OF INTERSECTION, POINT OF CURVATURE,
POINT OF TANGENCY OR POINT OF REVERSE
CURVATURE.

LINE TABLE

LINE	LENGTH	BEARING
L1	12.17	N 01°45'00" W
L2	12.19	N 00°06'47" E
L3	12.20	N 01°14'44" E
L4	17.64	N 01°57'02" E
L5	28.79	N 18°33'51" W
L6	60.21	N 21°02'21" W
L7	10.26	N 23°35'53" W
L8	9.35	N 65°27'02" E
L9	2.77	N 24°32'53" W
L10	19.92	N 24°32'53" W
L11	15.86	N 42°39'48" E
L12	11.26	N 87°28'21" E
L13	11.18	N 02°31'39" W

CURVE TABLE

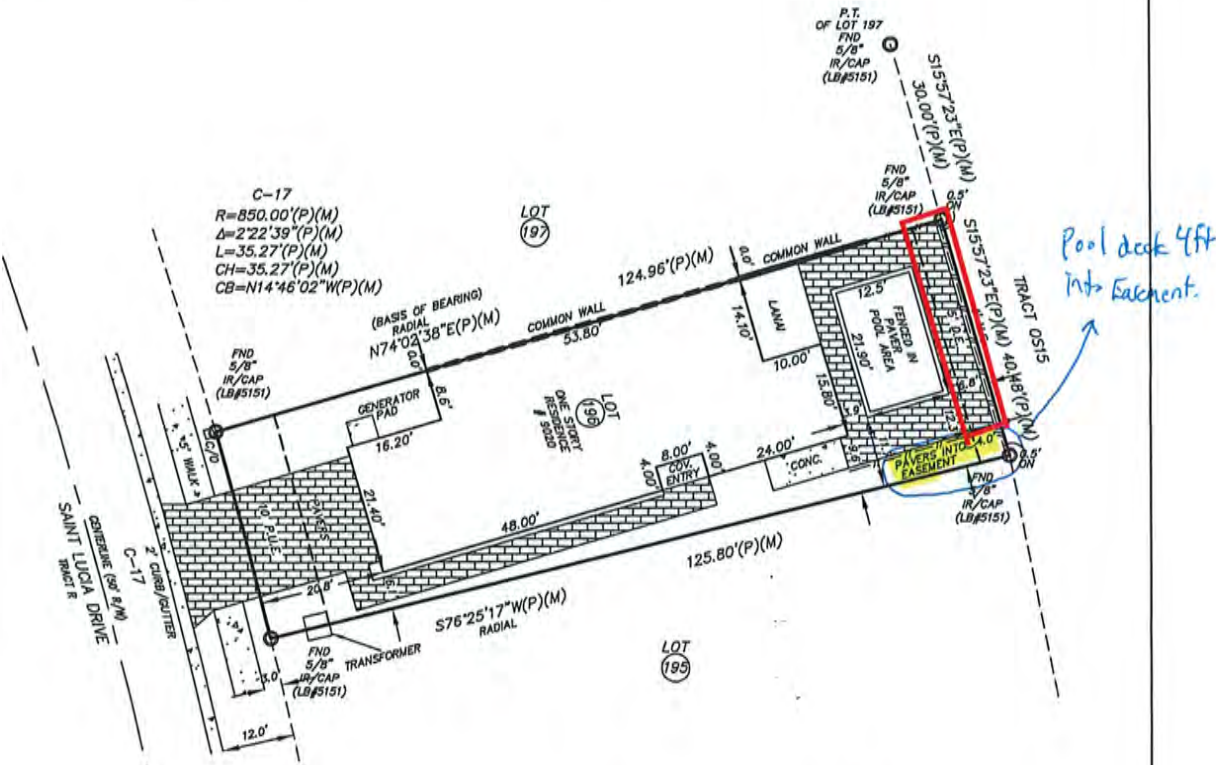
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C6	1475.00'	0°18'50"	8.08'	8.08'	N 02°22'14" W
C7	1475.00'	1°40'28"	43.11'	43.11'	N 01°22'35" W
C8	1475.00'	1°40'28"	43.11'	43.11'	N 00°17'54" E
C9	1475.00'	0°07'46"	3.33'	3.33'	N 01°12'01" E
C10	850.00'	0°34'40"	8.57'	8.57'	N 00°58'34" E
C11	850.00'	2°22'39"	35.27'	35.27'	N 00°30'06" W
C12	850.00'	2°22'39"	35.27'	35.27'	N 02°52'45" W
C13	850.00'	2°22'39"	35.27'	35.27'	N 05°15'25" W
C14	850.00'	2°22'39"	35.27'	35.27'	N 07°38'04" W
C15	850.00'	2°22'39"	35.27'	35.27'	N 10°00'43" W
C16	850.00'	2°22'39"	35.27'	35.27'	N 12°23'23" W
C17	850.00'	2°22'39"	35.27'	35.27'	N 14°46'02" W
C18	850.00'	2°36'29"	38.69'	38.69'	N 17°15'37" W
C19	850.00'	2°36'29"	38.69'	38.69'	N 19°52'06" W
C20	850.00'	2°22'39"	35.27'	35.27'	N 22°21'41" W

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE - SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

BOUNDARY AS-BUILT SURVEY
9020 SAINT LUCIA DRIVE
NAPLES, FL 34114

LEGAL DESCRIPTION:

Lot 196, AZURE AT HACIENDA LAKES - PHASE 2, A REPLAT OF LOTS 179 THROUGH 198 AZURE AT HACIENDA LAKES - PHASE 2, according to the map or plat thereof, recorded in Plat Book 65, Pages 72-75, as recorded in Plat book 68, Pages 16-17, inclusive of the Public Records of Collier County, Florida.



SURVEYOR'S NOTE:
 -SURVEY WAS MADE OF THE R/W AND PARCEL MARKERS SHOWN AND MATCHES THE ADDRESS AND LOCATION PER TAX INFORMATION AND LEGAL PROVIDED USE.
 -PARCEL BOUNDARY LINES SHOWN PER PLAT OR LEGAL DESCRIPTION WITH THE IMPROVEMENTS FIELD LOCATED BY HAND MEASUREMENTS OR FIELD EQUIPMENT
 -FIELD MEASUREMENTS SURVEY CLOSURE BETTER THAN 1:10000 FEET
 -SURVEY CAN BE USED FOR ALL NEEDS

FEMA MAP 12021C0606H
FLOOD ZONE AH
DATE: 05-16-12
BASE ELEV. 9.5'

DRAFTER - MARCOS (SDS)

☒ COVERED ENTRANCE ☒ SCREEN ENCLOSED AREA ☒ SCREEN ENCLOSED WITH POOL

(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE

FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR - IF FENCES ARE SHOWN, DISTANCES INDICATE APPROXIMATE DISTANCE ON OR OFF PROPERTY - OVERHANGS AND UNDERGROUND FOUNDATIONS OR UTILITIES HAVE NOT BEEN LOCATED AS PART OF THIS SURVEY.

(1) UNLESS STATED OTHERWISE THIS SURVEY IS AN AS-BUILT SURVEY SHOWING VISIBLE IMPROVEMENTS IN RELATION TO SURVEY MARKERS FOUND

AFFORDABLE SURVEYS
239-283-1518

3386 STRINGFELLOW ROAD
 SAINT JAMES CITY, FL 33956

AFFORDABLE SURVEYS IS OWNED BY KNOW IT NOW, INC., 2011 HEIDELBERG AVENUE, DUNEDIN, FL 34696

CERTIFIED EXCLUSIVELY TO:

Walter Milton Yost, II

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.



BILL H. HYATT
 2022.10.10
 14:59:36
 -04'00'

DATE OF FIELD SURVEY

08-24-2022

BILL HYATT

Surveyor & Mapper Number 4636
 LB 6912

FLORIDASURVEYOR@AOL.COM
727-415-8305

Per survey,
the pavers
are 4'
into the
drainage
easement



The yard is
drain corner
@ the of
power deck /
fence



Yard
Drain



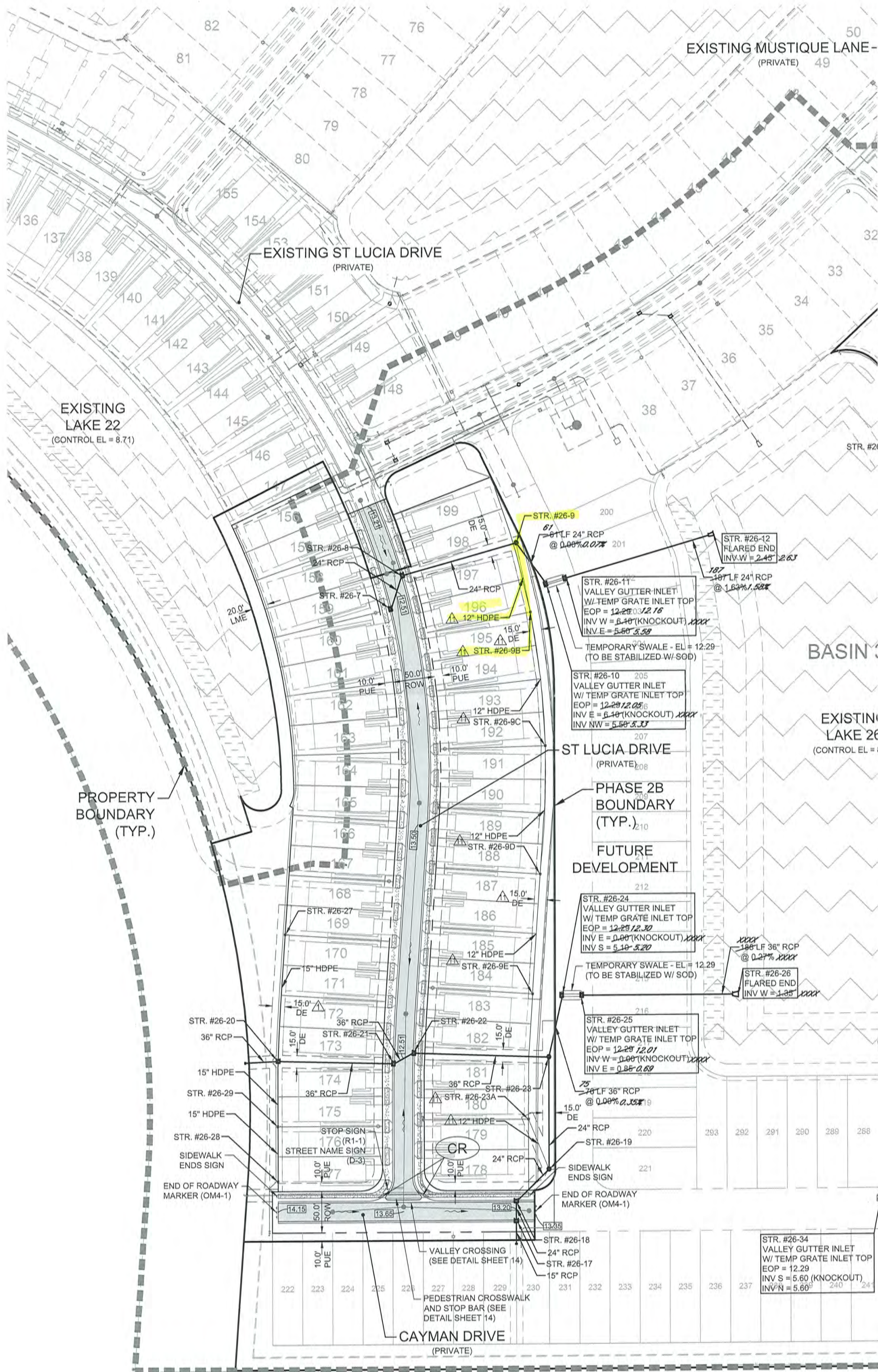


EXHIBIT 6

Hacienda Lakes Community Development District
Cash Flow
October 2022 - January 2023

	Total
Income	
1361001 Interest Revenue	851.01
1363116 Off Roll Assessments	34,815.58
1363118 Excess Commission Refund	12,874.60
1363216 On Roll O&M Assessments	291,632.63
1363218 O&M Assessment Discount	-11,400.28
1363220 O&M On Roll Commission	-5,604.64
2361001 DS2014 Interest- Investment	1,473.88
2363109 DS2014 Assessments On Roll	780,794.56
2363112 DS2014 Assessment Discount	-29,768.14
2363114 DS2014 On Roll Commission	-15,377.98
4361009 DS2016 Assessments On Roll	570,157.71
4363112 DS2016 Assessment Discount	-22,555.96
4363114 DS2016 On Roll Commission	-10,952.03
Total Income	\$ 1,596,940.94
Gross Profit	\$ 1,596,940.94
Expenses	
1100000 Administrative	
1511001 P/R - Board of Supervisors	888.80
1511115 Payroll Taxes-FICA	292.64
1511119 Payroll Service Fee	87.81
1512100 Management Consulting Services	14,000.00
1513020 Office Expense	27.48
1513048 District Filing Fee	220.00
1513055 Legal Advertising	1,267.00
1513060 Assessment Administration Servi	8,605.87
1513075 Accounting Services	3,000.00
1513080 Engineering Services	1,885.50
1513100 Insurance- General Liability	6,587.00
1514010 Legal Services	3,648.50
Total 1100000 Administrative	\$ 40,510.60
1160000 Field Operations	
1531010 Electricity - General	3,739.84
1572010 LANDSCAPING & MAINTENANCE	33,290.00
1572014 Irrigation Repairs	3,846.32
1572015 Mulch Installation	6,250.00
1572016 Plant Replacement	3,028.50
1572019 1572019 Carman Road Landscape	
Maintenance	1,560.00
1572030 Lake Maintenance	10,035.52
1572040 Signage	520.00
1572042 Holiday Decorations	6,000.00
1572050 Street Sweeping	475.00
1572060 Water Use Monitoring	1,100.00
1572070 Fountain Maintenance	3,517.48
Total 1160000 Field Operations	\$ 73,362.66
2517710 DS2014 Principal Retirement	60,000.00
2517720 DS2014 Interest Expense	288,631.25
4513315 DS2016 Trustee Fees	3,747.55
Total Expenses	\$ 466,252.06
Net Operating Income	\$ 1,130,688.88
Other Income	
1351004 Misc Revenue	65,502.89
Total Other Income	\$ 65,502.89
Net Other Income	\$ 65,502.89
Net Income	\$ 1,196,191.77

Hacienda Lakes Community Development District

Budget vs. Actuals: Budget FYE 9-30-2023 - FY23 P&L Classes

October 2022 - September 2023

	1. General Fund		
	Actual	Budget	Variance
Income			
1361001 Interest Revenue	851.01		851.01
1363116 Off Roll Assessments	34,815.58	80,620.00	-45,804.42
1363118 Excess Commission Refund	12,874.60		12,874.60
1363216 On Roll O&M Assessments	291,632.63	301,518.00	-9,885.37
1363218 O&M Assessment Discount	-11,400.28		-11,400.28
1363220 O&M On Roll Commission	-5,604.64		-5,604.64
2361001 DS2014 Interest- Investment			0.00
2363109 DS2014 Assessments On Roll			0.00
2363110 DS2014 Prepayment Revenue			
2363116 DS2014 Assessments Off Roll			
2363112 DS2014 Assessment Discount			0.00
2363114 DS2014 On Roll Commission			0.00
4361009 DS2016 Assessments On Roll			0.00
4363116 DS2016 Assessments Off Roll			
4363112 DS2016 Assessment Discount			0.00
4363114 DS2016 On Roll Commission			0.00
Uncategorized Income	1,753.60		1,753.60
Total Income	\$ 324,922.50	\$ 382,138.00	-\$ 57,215.50
Expenses			
1100000 Administrative			0.00
1511001 P/R - Board of Supervisors	888.80	4,000.00	-3,111.20
1511115 Payroll Taxes-FICA	292.64	714.00	-421.36
1511119 Payroll Service Fee	186.46	448.00	-261.54
1512100 Management Consulting Services	14,000.00	42,000.00	-28,000.00
1513020 Office Expense	236.85	750.00	-513.15
1513048 District Filing Fee	220.00	175.00	45.00
1513055 Legal Advertising	1,267.00	3,000.00	-1,733.00
1513060 Assessment Administration Servi	8,605.87	16,000.00	-7,394.13
1513075 Accounting Services	3,750.00	9,000.00	-5,250.00
1513080 Engineering Services	1,885.50	10,000.00	-8,114.50
1513100 Insurance- General Liability	6,587.00	6,400.00	187.00
1514010 Legal Services	4,124.20	10,000.00	-5,875.80
Total 1100000 Administrative	\$ 42,044.32	\$ 102,487.00	-\$ 60,442.68
1160000 Field Operations			0.00
1531010 Electricity - General	4,768.86	15,000.00	-10,231.14
1572010 LANDSCAPING & MAINTENANCE	41,947.95	101,760.00	-59,812.05
1572014 Irrigation Repairs	5,809.58	18,000.00	-12,190.42
1572015 Mulch Installation	6,250.00	11,000.00	-4,750.00

1572016 Plant Replacement	3,871.50	25,000.00	-21,128.50
1572017 Sod Replacement	427.50	8,000.00	-7,572.50
1572018 Tree Trimming	9,358.00	9,450.00	-92.00
1572019 1572019 Carman Road Landscape Maintenance	2,340.00	8,580.00	-6,240.00
1572030 Lake Maintenance	12,544.50	33,500.00	-20,955.50
1572040 Signage	520.00	1,500.00	-980.00
1572042 Holiday Decorations	6,000.00	6,000.00	0.00
1572050 Street Sweeping	475.00	600.00	-125.00
1572060 Water Use Monitoring	1,375.00	3,300.00	-1,925.00
1572070 Fountain Maintenance	3,517.48	0.00	3,517.48
Total 1160000 Field Operations	\$ 99,205.37	\$ 241,690.00	-\$ 142,484.63
2517710 DS2014 Principal Retirement			0.00
2517720 DS2014 Interest Expense			0.00
4513315 DS2016 Trustee Fees			0.00
Total Expenses	\$ 141,249.69	\$ 344,177.00	-\$ 202,927.31
Net Cash Flow	\$ 183,672.81	\$ 37,961.00	\$ 145,711.81
Other Income			
1351004 Misc Revenue	65,502.89		65,502.89
Total Other Income	\$ 65,502.89	\$ 0.00	\$ 65,502.89
Net Other Income	\$ 65,502.89	\$ 0.00	\$ 65,502.89
Total Net Cash Flow	\$ 249,175.70	\$ 37,961.00	\$ 211,214.70

Hacienda Lakes Community Development District

Budget vs. Actuals: Budget FYE 9-30-2023 - FY23 P&L Classes

October 2022 - September 2023

	2. DS2014 Fund - Esplanade		
	Actual	Budget	Variance
Income			
1361001 Interest Revenue			0.00
1363116 Off Roll Assessments			0.00
1363118 Excess Commission Refund			0.00
1363216 On Roll O&M Assessments			0.00
1363218 O&M Assessment Discount			0.00
1363220 O&M On Roll Commission			0.00
2361001 DS2014 Interest- Investment	1,473.88		1,473.88
2363109 DS2014 Assessments On Roll	776,234.84	788,738.88	-12,504.04
2363110 DS2014 Prepayment Revenue	60,000.00	60,000.00	
2363116 DS2014 Assessments Off Roll	4,559.72	4,559.72	0.00
2363112 DS2014 Assessment Discount	-29,768.14		-29,768.14
2363114 DS2014 On Roll Commission	-15,377.98		-15,377.98
4361009 DS2016 Assessments On Roll			0.00
4363116 DS2016 Assessments Off Roll			
4363112 DS2016 Assessment Discount			0.00
4363114 DS2016 On Roll Commission			0.00
Uncategorized Income			0.00
Total Income	\$ 797,122.32	\$ 853,298.60	-\$ 56,176.28
Expenses			
1100000 Administrative			0.00
1511001 P/R - Board of Supervisors			0.00
1511115 Payroll Taxes-FICA			0.00
1511119 Payroll Service Fee			0.00
1512100 Management Consulting Services			0.00
1513020 Office Expense			0.00
1513048 District Filing Fee			0.00
1513055 Legal Advertising			0.00
1513060 Assessment Administration Servi			0.00
1513075 Accounting Services			0.00
1513080 Engineering Services			0.00
1513100 Insurance- General Liability			0.00
1514010 Legal Services			0.00
Total 1100000 Administrative	\$ 0.00	\$ 0.00	\$ 0.00
1160000 Field Operations			0.00
1531010 Electricity - General			0.00
1572010 LANDSCAPING & MAINTENANCE			0.00
1572014 Irrigation Repairs			0.00
1572015 Mulch Installation			0.00

1572016 Plant Replacement				0.00
1572017 Sod Replacement				0.00
1572018 Tree Trimming				0.00
1572019 1572019 Carman Road Landscape Maintenance				0.00
1572030 Lake Maintenance				0.00
1572040 Signage				0.00
1572042 Holiday Decorations				0.00
1572050 Street Sweeping				0.00
1572060 Water Use Monitoring				0.00
1572070 Fountain Maintenance				0.00
Total 1160000 Field Operations	\$	0.00	\$	0.00
2517710 DS2014 Principal Retirement	60,000.00		60,000.00	0.00
2517720 DS2014 Interest Expense	288,631.25		288,631.25	0.00
4513315 DS2016 Trustee Fees				0.00
Total Expenses	\$ 348,631.25	\$	348,631.25	\$ 0.00
Net Cash Flow	\$ 448,491.07	\$	504,667.35	-\$ 56,176.28
Other Income				
1351004 Misc Revenue				0.00
Total Other Income	\$ 0.00	\$	0.00	\$ 0.00
Net Other Income	\$ 0.00	\$	0.00	\$ 0.00
Total Net Cash Flow	\$ 448,491.07	\$	504,667.35	-\$ 56,176.28

Hacienda Lakes Community Development District

Budget vs. Actuals: Budget FYE 9-30-2023 - FY23 P&L Classes

October 2022 - September 2023

	4. DS2016 Fund - Azure		
	Actual	Budget	Variance
Income			
1361001 Interest Revenue			0.00
1363116 Off Roll Assessments			0.00
1363118 Excess Commission Refund			0.00
1363216 On Roll O&M Assessments			0.00
1363218 O&M Assessment Discount			0.00
1363220 O&M On Roll Commission			0.00
2361001 DS2014 Interest- Investment			0.00
2363109 DS2014 Assessments On Roll			0.00
2363110 DS2014 Prepayment Revenue			
2363116 DS2014 Assessments Off Roll			
2363112 DS2014 Assessment Discount			0.00
2363114 DS2014 On Roll Commission			0.00
4361009 DS2016 Assessments On Roll	570,157.71	591,113.57	-20,955.86
4363116 DS2016 Assessments Off Roll	0.00	11,167.34	-11,167.34
4363112 DS2016 Assessment Discount	-22,555.96		-22,555.96
4363114 DS2016 On Roll Commission	-10,952.03		-10,952.03
Uncategorized Income			0.00
Total Income	\$ 536,649.72	\$ 602,280.91	-\$ 65,631.19
Expenses			
1100000 Administrative			0.00
1511001 P/R - Board of Supervisors			0.00
1511115 Payroll Taxes-FICA			0.00
1511119 Payroll Service Fee			0.00
1512100 Management Consulting Services			0.00
1513020 Office Expense			0.00
1513048 District Filing Fee			0.00
1513055 Legal Advertising			0.00
1513060 Assessment Administration Servi			0.00
1513075 Accounting Services			0.00
1513080 Engineering Services			0.00
1513100 Insurance- General Liability			0.00
1514010 Legal Services			0.00
Total 1100000 Administrative	\$ 0.00	\$ 0.00	\$ 0.00
1160000 Field Operations			0.00
1531010 Electricity - General			0.00
1572010 LANDSCAPING & MAINTENANCE			0.00
1572014 Irrigation Repairs			0.00
1572015 Mulch Installation			0.00

1572016 Plant Replacement				0.00		
1572017 Sod Replacement				0.00		
1572018 Tree Trimming				0.00		
1572019 1572019 Carman Road Landscape Maintenance				0.00		
1572030 Lake Maintenance				0.00		
1572040 Signage				0.00		
1572042 Holiday Decorations				0.00		
1572050 Street Sweeping				0.00		
1572060 Water Use Monitoring				0.00		
1572070 Fountain Maintenance				0.00		
Total 1160000 Field Operations	\$	0.00	\$	0.00	\$	0.00
2517710 DS2014 Principal Retirement				0.00		
2517720 DS2014 Interest Expense		195,840.63		195,840.63		0.00
4513315 DS2016 Trustee Fees		3,747.55				3,747.55
Total Expenses	\$	199,588.18	\$	195,840.63	\$	3,747.55
Net Cash Flow	\$	337,061.54	\$	406,440.28	-\$	69,378.74
Other Income						
1351004 Misc Revenue						0.00
Total Other Income	\$	0.00	\$	0.00	\$	0.00
Net Other Income	\$	0.00	\$	0.00	\$	0.00
Total Net Cash Flow	\$	337,061.54	\$	406,440.28	-\$	69,378.74

Hacienda Lakes Community Development District

Balance Sheet

As of January 31, 2023

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
1101000 Cash Checking 0672	\$ 511,046.45
2151000 Revenue Trust Acct 1003-Series 2014	857,606.08
2151001 Interest Trust Fund 1000-Series 2014	14.23
2151004 Reserve Trust Fund 1007 Series 2014	384,740.21
2151006 Assmnt Prepayment 1006 - Series 2014	1,841.47
4151000 Revenue TrustAcct 3000-Series 2016	778,713.32
4151004 Reserve Trust Fund 3005 Series 2016	599,691.19
4151007 Assmnt Prepayment 3006 Series 2016	1,109.76
8151030 DS2014 Construction Trust Fund	15.01
8151050 DS2016 3001 Construction Trust Fund	4,430.37
Total Bank Accounts	\$ 3,139,208.09
Other Current Assets	
1155000 Prepaid Items	\$ 915.00
1156100 Utility Deposits	3,185.00
Total Other Current Assets	\$ 4,100.00
Total Current Assets	\$ 3,143,308.09
Fixed Assets	
9164900 Infrastructure	\$ 3,097,082.14
9164901 Roads	-\$ 3,097,082.14
9164902 Lakes	0.00
Total Fixed Assets	\$ 0.00
TOTAL ASSETS	\$ 3,143,308.09
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Due to/from Accounts	-\$ 0.01
0021600 Due to Other Fund	11,405.20
1131001 Due from Other Funds to GF	-8,173.51
1166000 Due from Other Funds	-11,113.00
1207001 DTDF - Due to 2014 Debt Service Fund	0.10
1207002 DTDF - Due to 2016 Debt Service Fund	-0.01
1581000 Transfer Out	-2,990.50
2131001 Due From GF to DSF (201)	220,132.30
2160000 Due Other Fund	-182,417.00
2207201 Due to GF 001 fm 201 (201)	3,731.32
2260000 Due to Other Funds	-38,789.00
2581000 DS2014 Interfund Transfer-Out	1,774.00
3581000 DS2015 Interfund Transfer - Out	0.00

4131001 Due from GF to DSF (401)	4,718.62
4381000 DS2016 Interfund Transfer-In	-0.12
4581000 DS2016 Interfund Transfer - Out	-198.75
8381000 Interfund Transfer In 301	1,907.82
8581000 Interfund Transfer Out 301	10.04
Total Due to/from Accounts	<u>-\$ 2.50</u>
Total Current Liabilities	<u>-\$ 2.50</u>
Total Liabilities	<u>-\$ 2.50</u>
Equity	
120000 Retained Earnings	\$ 26,293.82
1271000 Fund Balance- Unreserved	128,310.00
2271000 DS Fund Balance Unreserved	927,284.00
30000 Opening Balance Equity	0.00
4271000 2016 DS Fund Balance Unreserved	862,171.00
8271000 Fund Balance Unreserved	3,060.00
9164902 Lakes	0.00
Net Income	1,196,191.77
Total Equity	<u>\$ 3,143,310.59</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 3,143,308.09</u>

HLCDD General Fund Analysis

January 31, 2023

Fund Type	Amount
Bank Balance 1/31/23:	\$511,046.45
Remaining FY 2023 Budget:	145,711.81
Pump Replacement Reserve:	100,000.00
Lake Bank Restoration:	25,000.00
Taylor Morrision Lake Repair Fund:	60,000.00
<u>Debt Service Funds to be Transferred:</u>	<u>63,750.00</u>
General Reserves:	<u><u>\$116,584.64</u></u>