

Board of Supervisors' Meeting January 11, 2024

District Office: 120 Richard Jackson Blvd, Suite 220 Panama City Beach, Florida 32407 (850) 334-9055

www.naturewalkcdd.org

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Panama City Beach, Florida · (850) 334-9055</u>

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.NatureWalkCDD.org

January 4, 2024

Board of Supervisors
NatureWalk Community
Development District

REVISED AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday**, **January 11**, **2024**, **at 12:00 p.m.** (**Central Time**) at the Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459. The following is the revised agenda for this meeting.

1. 2.		. TO ORDER/ROLL CALL ENCE COMMENTS ON AGENDA ITEMS
3 .		NESS ADMINISTRATION
•.	A.	Consideration of the Minutes of the Board of Supervisors Meeting
		held on December 7, 2023
	B.	Ratification of the Operations and Maintenance
		Expenditures for the Month of November 2023
4.	STAF	F REPORTS
	A.	District Landscape Provider
		1. Presentation of District Landscaping Reports
	B.	District Counsel
	C.	District Engineer
	D.	District Manager
		Presentation of District Manager Report
5.	BUSI	NESS ITEMS
	A.	Consideration of District Landscaping Items Tab 4
		Addendum to GreenEarth Landscaping Agreement
		For Additional Services Funded in FY23/24 Budget
		2. Ratification of WA #24-01 – Irrigation Repairs at 290 Prairie Pass
		 Yaupon Holly Replacements Along Sandgrass Boulevard
	B.	Consideration of Sedgwick Insurance Appraisal
	C.	Consideration of Speed Bump Installation and Removal
		Proposal
	D.	Consideration of Roadway Repairs – Iris Trace to Sandgrass Blvd
		(north alley) (under separate cover)
	E.	Consideration of Pond #14 Bulkhead Repair or
		Replacement (under separate cover)

	F.	Consideration of Matters Related to Encroachments/Alterations	Tab 7
		1. Review Improvement Policy to Clarify Application of District Fees	
		2. Review of HOA ARC Approvals for Improvements Adjacent to	
		or on District Property	
		A. 64 Prairie Pass	
		B. 838 Sandgrass Blvd	
		3. Review of Sandgrass Encroachment Report Concerning	
		Improvements Adjacent to District Property	.Tab 8
	G.	Discussion on District Policy Regarding Homeowners Addressing	
		Maintenance of Sidewalks that Abut the Front of Their Lots	
	Н.	Consideration of Resolution 2024-04 Adopting Amended Budget	
		Fiscal Year 2023/2024	Tab 9
.	SUP	PERVISOR REQUESTS AND AUDIENCE COMMENTS	

6.

7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (850) 334-9055.

Sincerely,

Ken Rice

Ken Rice District Manager

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AGENDA

Walton Area Chamber of Commerce, 63 South Centre Trail, Santa Rosa Beach, FL 32459

District Board of Supervisors Jonette Coram Chairman

Todd Egizii Vice Chairman
Mike Grubbs Assistant Secretary
Danell Head Assistant Secretary
Skylar Lee Assistant Secretary

District Manager Ken Rice Rizzetta & Company, Inc.

District Counsel Joseph Brown Kutak Rock LLP

District Engineer Jim Martelli, P.E. Innerlight Engineering Corporation

Bond Counsel Cynthia E. Wilhelm Nabors, Giblin & Nickerson, P.A.

All cellular phones must be placed on mute while in the meeting room.

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter 4 considered at the meeting is advised that the person may need to ensure that a verbatim record of 5 the proceedings is made, including the testimony and evidence upon which such appeal is to be 6 based. 7 8 NATUREWALK 9 COMMUNITY DEVELOPMENT DISTRICT 10 The regular meeting of the Board of Supervisors of the NatureWalk Community 11 12 Development District was held on Thursday, December 7, 2023, at 12:00 p.m. at Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 13 14 32459. 15 16 Present and constituting a quorum: 17 18 Jonette Coram **Board Supervisor, Chairman** 19 Todd Egizii **Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary** 20 Mike Grubbs Danell Head **Board Supervisor, Assistant Secretary** 21 22 23 24 Also present were: 25 26 Ken Rice District Manager, Rizzetta & Company, Inc. 27 Joseph Brown District Counsel, Kutak Rock (Via Speakerphone) 28 29 Jim Martelli District Engineer, Innerlight Engineering 30 (Via Speakerphone) Landscape Provider, GreenEarth 31 Brandon Henderson 32 Jess Smith Landscape Provider, GreenEarth 33 34 35 FIRST ORDER OF BUSINESS Call to Order 36 37 Mr. Rice called the meeting to order at 12:08 p.m. 38 39 40 SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items** 41 42 There were no audience members present. 43 44 45

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT December 7, 2023 - Minutes of Meeting Page 2

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Regular Board of Supervisor Meeting held on November 9, 2023

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Minutes of the Regular Meeting held on November 9, 2023, for NatureWalk Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of the Operations and Maintenance Expenditures for the Month October 2023

A general discussion ensued amongst the Board.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board ratified the Operations and Maintenance Expenditures for the Month of October 2023 in the amount of \$88,454.14, for NatureWalk Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Landscape Provider

Ms. Smith gave a detailed overview of the completed services for November and December. She stated everything was completed except for the three (3) Focal Ponds, and the Palmetto Pruning service which will resume in the latter part of December due to rain, scheduling, and an onsite car accident between a homeowner and one of the trucks with GreenEarth. Ms. Smith also gave a brief overview of other items from the property walk she took with Ms. Coram right before Thanksgiving. Mr. Egizii expressed to Ms. Smith that he was pleased with the Palmetto Pruning Map. He stated that it helps the Board understand visually and helps to answer any questions the Board may have, and he recommended he would like to see this continue to be used. Mr. Egizii asked Ms. Smith if Pond 25 Park would be trimmed as normal maintenance. She advised him it would be trimmed as needed

B. District Counsel

Mr. Brown stated that he had no specific report. General discussion ensued regarding Quiet Title Action.

C. District Engineer

Mr. Martelli stated he had no specific business to report. He gave a brief overview of the survey to be conducted on 1101 Sandgrass that will be scheduled for next week.

D. District Manager

Mr. Rice briefly introduced himself to the Board as District Manager and his communication preference.

SIXTH ORDER OF BUSINESS

Discussion/Consideration of an Addendum to the GreenEarth Landscaping Agreement for Additional Services Funded in FY 23/24 Budget

Ms. Coram addressed the Board stating that she asked them to review the Addendum and request any changes to the scope of work. Ms. Smith advised the Board that she is working on adding the new services to the Agreement and gave a brief overview of the additional services. General discussion ensued amongst the Board and GreenEarth about the Addendum. No action was taken today, this discussion will be on the next meeting agenda.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT December 7, 2023 - Minutes of Meeting Page 4

SEVENTH ORDER OF BUSINESS

Discussion on Amending the Fiscal Year 2023 – 2024 Budget Amendment

Ms. Coram provided a brief overview of expecting additional funds that came to the District to be able to put on line items for the Fiscal Year 2023-2024 Budget. She suggested to the Board the option of amending it immediately or waiting for the next financial reports. Mr. Egizii recommended accepting the current amendment and proposed a second amendment in January or February. Ms. Coram stressed the need to prioritize projects ahead of Budget season to avoid similar amendments in the future. If the amendment proceeded, she suggested reallocating \$25,000 from the boardwalk repairs to bridge repairs. The Board agreed with the changes. Ms. Coram also noted the formatting variance between the financial reports and the budget, while Mr. Grubbs acknowledged the challenge.

On a motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board adopted the Fiscal Year 2023-2024 Amended Budget with changes, for NatureWalk Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Speed Bump Installation and Removal Proposal

Mr. Martelli confirmed that Pat Shae's Concrete are willing and able to provide the service and is working on a proposal. Mr. Martelli will forward the proposal to the Board once it is received.

NINTH ORDER OF BUSINESS

Continued Discussion/Consideration of Roadway Repairs

Ms. Coram noted that the increase of roadway repair funding increased in available funds for Roadway projects following the budget amendment. She requested Mr. Martelli to contact Pat Shae's Concrete to inquire about the feasibility of working on Iris Trace Alley and the Sandgrass roadway in January. Ms. Coram highlighted the need to inform residents and short-term rental tenants of potential parking restrictions if the project proceeds, suggesting an email blast from the HOA. Mr. Egizii added that communication with Waste Management is also essential for adjusting trash pick-up arrangements.

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board approved Mr. Martelli to get a scope of work prepared for the project and Mr. Brown to prepare the contract to be brought forth at the next Board meeting, for NatureWalk Community Development District.

TENTH ORDER OF BUSINESS

Ratification of Agreement for District Sidewalk Repairs – Alpha Foundations

On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board ratified the Agreement for District Sidewalk Repairs with Alpha Foundations in the amount of \$13,858.88, for NatureWalk Community Development District.

ELEVENTH ORDER OF BUSINESS

Discussion on District Policy Regarding Homeowners Addressing Trip Hazards on Sidewalks that Abut the Front of Their Lots

General discussion ensued amongst the Board.

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved for Mr. Brown to write a letter to the HOA regarding homeowner's responsibilities for sidewalk repairs. Ms. Coram to sign contract with Alpha Foundations for CDD projects and Mr. Brown will work with Alpha Foundations on terms of agreement, for NatureWalk Community Development District.

TWELFTH ORDER OF BUSINESS

Discussion on Timing of Pond#14 Bulkhead Repair/Replacement

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Ms. Coram addressed the Board with a brief overview stating she took photos of Pond 14 in Bulkhead mentioning one had a hole in it. Ms. Coram asked Mr. Martelli if he needed to make a site visit to assess the whole Bulkhead to determine what the scope of work would be before reaching out to a vendor. Mr. Martelli states Virgin Brothers could do the job.

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On a motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board requested Mr. Martelli to create scope of work for Bulkhead Repair, for NatureWalk Community Development District.

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THIRTEENTH ORDER OF BUSINESS

Consideration/Ratification of Items Related to Bridge Maintenance

217218219

1. Revisit Wear Deck Project

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On a motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board approved Mr. Brown to get NatureBridges the contract for this project, for NatureWalk Community Development District.

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2. Pedestrian Walkway Project

224225

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Ms. Coram stated at the last meeting the Board agreed to use Virgin Brothers for the Pedestrian Walkway Project, but they can't provide the service due to material sourcing. The Board will move forward with Nature Bridges.

227228

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board agreed to set aside agreement with Virgin Brothers and contract with Nature Bridges instead, for NatureWalk Community Development District.

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FOURTEENTH ORDER OF BUSINESS

Consideration of Stormwater Pond Maintenance Agreement Renewal – Lake Doctors

233234

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Stormwater Pond Maintenance Agreement Renewal with Lake Doctors, for NatureWalk Community Development District.

236 FIFTEENTH ORDER OF BUSINESS Consideration of Permanent HOA 237 Holiday Lighting on Bridge 1 238 On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board voted to deny HOA request to install permanent Holiday Lights on Bridge 1, for NatureWalk Community Development District. 239 240 SIXTEENTH ORDER OF BUSINESS 241 Consideration of Resolution 2024-01 -242 Amending Resolution 2023-08 243 Imposing Special Assessments for FY 244 2023-2024 245 Mr. Brown gave a brief overview. He stated the verbiage in Resolution 2023-08 was 246 247 inconsistent with the Statutory Requirements Imposing Special Assessments. 248 On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board adopted Resolution 2024-01 Amending Resolution 2023-08 Imposing Special Assessments for Fiscal Year 2023-2024, for NatureWalk Community Development District. 249 250 251 SEVENTEENTH ORDER OF BUSINESS 252 Consideration of Resolution 2024-02 -253 Designating an Assistant Secretary of 254 the District 255 On a motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board Adopted Resolution 2024 -02 Designating District Manager, Ken Rice as Assistant Secretary, for NatureWalk Community Development District. 256 257 258 **EIGHTEENTH ORDER OF BUSINESS** 259 Consideration of Resolution 2024-03 -260 Adopting District Policy Concerning 261 **Landscape Removal and Replacement** 262 On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board adopted Resolution 2024-03, Adopting District Policy Concerning Landscape Removal and Replacement, for NatureWalk Community Development District. 263 264 265 266

NINETEENTH ORDER OF BUSINESS

Consideration/Discussion of HOA Response to Communication-Related to CCR Enforcement

Ms. Coram mentioned that the HOA declined helping ARC projects that result in encroachment onto CDD property. Mr. Egizii stated that the Board needed to budget for what they think they are going to have as far as legal and engineering costs. Ms. Coram mentioned that the HOA is addressing current policy to add on after inspection of completed project. Discussion only. No action taken.

TWENTIETH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Coram:

 620 Flatwoods Forest Loop ARC Application – Move trash bin to the other side of muhly grass, to be next to the neighbor trash corral.

Mr. Egizii:

Not on CDD property/easement

Ms. Coram expressed the need to prioritize projects so that it does not interfere with Budget season.

Action Item Priorities List:

- Pest Control
- Sod Replacement on North Sandgrass
- Bridge pedestrian walkways
- March BOS meeting as usual April will be a Budget Workshop (no business)
- Pond 14 Bulkhead repair
- 1121 Sandgrass Blvd Erosion Reassessment of problem by vendor

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT December 7, 2023 - Minutes of Meeting Page 9

TWENTY FIRST ORDER OF BUSINES	Adjournment		
	nded by Mr. Egizii, with all in favor, the Board for NatureWalk Community Development District		
, ,			

Tab 1

<u>DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407</u>

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures November 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented: \$97,697.08

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	<u></u>	nvoice Amount
Atlas Engineering & Consulting, LLC	100273	090823 Inspection #156216	6- Engineering Services- _{05/23}	\$	800.00
Berger, Toombs, Elam, Gaines & Frank CPA	100281	364489	Auditing Services FY 09/30/22	\$	3,100.00
CHELCO	100282	Monthly Summary 10/23	Electric Services 10/23	\$	1,517.71
Danell Head	100283	DH110923	Board of Supervisors Meeting 11/09/23	\$	200.00
Egis Insurance Advisors, LLC	100288	113023 EGIS	Down Payment General Liability Insurance FY 23/24	\$	6,519.90
Florida Department of Commerce	100280	88820	Special District Fee FY23-24	\$	175.00
GreenEarth Southeast, LLC	100269	74761	Park Enhancement 10/23	\$	5,355.00
GreenEarth Southeast, LLC	100276	75775	Irrigation Repairs 10/23	\$	230.86
GreenEarth Southeast, LLC	100289	75733	Landscape Maintenance 11/23	\$	9,907.00
GreenEarth Southeast, LLC	100289	77026	Irrigation Repairs 11/23	\$	259.94
Gulf Coast Electric	100274	939	Electrician Services 09/23	\$	286.31
Gulf Coast Electric	100290	1680	Electrician Services 10/23	\$	378.00

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	<u> In</u>	voice Amount
Gulf Coast Electric	100290	1876	Electrician Services 11/23	\$	1,077.64
Gulf Coast Electric	100290	1924	Electrician Services 11/23	\$	605.50
IPFS Corporation	100275	GAA-D22217 11/23	Account Fees 11/23	\$	276.32
IPFS Corporation	100275	Insurance Payment Nine 06/23	Insurance Payment Eight 06/23	\$	2,763.18
J.D James, Inc	100270	924-1	Bridge Repairs 06/23	\$	12,500.00
Jonette Anne Coram	100284	JC110923	Board of Supervisors Meeting 11/09/23	\$	200.00
Kutak Rock, LLP	100277	3297459	Legal Services 09/23	\$	2,353.50
Kutak Rock, LLP	100291	3311903	Legal Services 10/23	\$	4,200.00
Rizzetta & Company, Inc.	100268	INV0000084929	District Management Fees 11/23	\$	4,966.17
Skylar P Lee	100285	SL110923	Board of Supervisors Meeting 11/09/23	\$	200.00
Southeast Straw Co., Inc.	100292	40021	Pine Straw Installation 11/23	\$	30,441.00
The Lake Doctors, Inc.	100271	1831675	Pond Maintenance 10/23 Fountain Cleaning	\$	170.00

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	- —	Invoice Amount
The Lake Doctors, Inc.	100279	1831678	Pond Maintenance 10/23	\$	710.00
The Lake Doctors, Inc.	100293	1832071	Pond Maintenance 11/23 Fountain Cleaning	\$	170.00
The Lake Doctors, Inc.	100293	1832073	Pond Maintenance 11/23	\$	710.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100294	0005988957	Account #536208 Legal Advertising 10/23	\$	174.05
Todd B. Egizii	100286	TE110923	Board of Supervisors Meeting 11/09/23	\$	200.00
VGlobal Tech	100287	5568	ADA Website Maintenance 11/23	\$	300.00
Virgin Brothers LLC	100295	218870	Completion- Bridge Repairs on WA#35 Bridge 10/23	\$	6,500.00
Walton County Chamber of Commerce	100272	42753	Board Room Rental 10/05/23 & 12/07/23	\$	200.00
Walton County Chamber of Commerce	100272	42768	Board Room Rental 11/09/23	\$	125.00
Walton County Chamber of Commerce	100272	42771	Board Room Rental 01/04/24	\$	125.00
Report Total				\$	97,697.08

Tab 2



December Completed Services Nature Walk CDD

Chemical:

- Monitoring the health of the turf on a weekly basis. Fungicide treatments were done in October.
- Turf and bed weed control.

General Maintenance: Bi – Weekly Service Starts

- Dec 4th
- Dec 18th

Nature Walk Trail Maintenance

• Dec 18th

3 Focal Ponds

- Dec 4th
- Dec 31st (Did not get to do before Holiday break. Making up for in Jan)

Irrigation Audit

• No audits for the month of December

Other Items

- Irrigation repair at 290 Prairie Pass
- Lower shrubs at all intersections of stop signs/3 way.
- Review cutting muhly's back. If they do get cut back it won't be until after they have fully bloomed.
- Cut the remaining palmettos from 456 to 701 Sandgrass.
- Two dead limbs to be cut at Sunset Pond.
- Quote to replace dead yaupons before bridge 1.





January Anticipated Services Nature Walk CDD

Chemical:

Monitor turf and bed weed control

General Maintenance: Bi – Weekly Service Starts

- Jan 2nd
- Jan 15th
- Jan 29th

Nature Walk Trail Maintenance

• Jan 15th

3 Focal Ponds

- Jan 8th
- Jan 29th

Irrigation Audit

Week of Jan 15th

Other Items

- Start limbing up oak trees along sidewalks this month
- 19 Non focal ponds will be cut in Feb.
- Oak fertilization will be done in Feb



Tab 3

Tab 4



Addendum to Landscape Maintenance Agreement

This Addendum to Landscape Maintenance Agreement ("Addendum") shall serve to modify the terms of that certain Landscape Maintenance Agreement ("Agreement") between GreenEarth Southeast, LLC, a Florida limited liability company ("Company") and Nature Walk CDD ("Customer" or "You") effective January 1, 2024.

CURRENT SERVICES:

\$9,907.25/month

NEW TOTAL:

\$11,890.44/month

SCHEDULE AND FREQUENCY OF SERVICES:

The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control.

We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency described for each service.

SPECIAL PROVISIONS:

Newly Added Maintenance Services:

- Preventative Chemical Oak Tree and Magnolia treatment performed 2x per year.
- Oak Tree Fertilization performed 1x per year for 328 trees.
- Aerating turf 1x per year
- The tree trimming height was changed from 8ft to 12ft.
- One (1) of the three (3) palmetto trimming tickets will be dedicated to trimming the mully grasses only.

Manicured= Ornamental beds and flower beds that are maintained regularly as mulched and/or irrigated.

Unmanicured= Native and conservation areas that are not maintained regularly as mulched and/or irrigated.

Palm Tree Trimming and Arbor work not included.

Pine straw mulch not included.

- Quarterly Site Audits (Boardwalk safety) are not included in this scope and will be billed at \$500 per audit, as requested.
- GreenEarth requests to meet with a district representative once a month to discuss performance. An objective care call score will be obtained from the rep.
- All major services (trimming, pond clean up etc.) will be communicated a minimum week in advance before they are performed.
- GreenEarth will provide a monthly report of all services accomplished for that said month. This will also include an agronomic recap of each month.
- GreenEarth will inform the District via email when an exception to scheduled maintenance occurs and provide a new estimated date of completion, following up again by email when work has been completed. Emails should be sent to the District Manager & Chair.
- GreenEarth will identify and report any issues on property that may need repairs and or enhancement. A proposal with suggested remedy will be sent for approval for any issues found.



• Including but not limited to turf enhancements, turf disease, tree removals, dead plants, aerating, pest control etc.

The terms of this Addendum shall control over any inconsistent terms contained in the Agreement. All remaining terms of the Agreement are valid and binding, and hereby ratified and affirmed by Company and Customer.

CUSTOMER	COMPANY
Nature Walk CDD	GreenEarth Southeast, LLC
By: Signature	By: Signature
Print Name:	Print Name:
Title:	Title:
Date:	Date:



ADDENDA NO. 24-01 FOR ADDITIONAL WORK AUTHORIZATION

THIS WORK AUTHORIZATION ("Work Authorization"), dated January 8, 2024, authorizes additional work in accordance with the *Landscape Maintenance Agreement By and Between NatureWalk Community Development District and GreenEarth Southeast, LLC*, dated January 1, 2022 ("Agreement"), by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Walton County, Florida ("District"); and

GREENEARTH SOUTHEAST, LLC, a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 ("Contractor").

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits, Amendments, Addenda, Addendum, Change Order, or Work Authorizations thereto, Contractor shall complete the <u>290 Prairie Pass Irrigation Repair</u>, as indicated by the invoice dated December 20, 2023, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement ("Additional Services").

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be charged Two Thousand Seventy Six Dollars and Sixty Eight Cents (\$2,076.68), and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services. Prior to performing the Additional Service, Contractor shall provide a list of locations whereat the Additional Services will be performed to the District's representative, who may require such additional documentation as deemed required by the Federal Emergency Management Agency.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, any Exhibits, Amendments and Work Authorizations thereto, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:	NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors
WITNESS:	GREENEARTH SOUTHEAST, LLC
Witness	By: Its:

Scope of Additional Services

Exhibit A:

Exhibit A: Scope of Additional Services

Green Earth Southeast, LLC. 15167 Highway 331 Business Suite B. Freeport, FL 32439



Invoice

Date	Invoice #	
12/20/23	79834	

office@greenearthse.com Phone # 850-267-0010



Nature Walk CDD c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

	ASE PAY	\$0.00		Due Date 12/20/23	
THIS	AMOUNT				
Property Address	GreenEarth R	epresentative	Terms		
Nature Walk CDD		Jessica Sı	Due on Receipt		
Description		Quantity	Price Each	Amount	
#43111 - 290 Prairie Pass - CDD / HOA L	eak			\$2,076.68	
Labor - 12/15/23		3.08			
Labor - 12/14/23		21.87			
Spears PVC Expansion Repair Coupl Spigot x Socket (Material)	ing 1-12 in.	1.00			
My irrigation tech noticed a leak under the pavers, Prairie Pass. There is no way to know where the lea underneath the pavers. Once we do, we can tell yo CDD. I am unable to estimate the cost as this is goi time and material job. Once approved for the work need you to notify the homeowner that we will need their pavers in this area to complete the job.	ak is until we get u if this is HOA or ng to have to be a to be done, we will				

Thank you for your business.

Invoice Total \$2,076.68

Payments/Credits Applied \$2,076.68

Balance Due for this Inv. \$0.00

Current	1-30 Days	31-60 Days	61-90 Days	90+ Days	Total Balance Due
	Past Due	Past Due	Past Due	Past Due	On Account
\$0.00	\$0.00	\$9,907.00	\$0.00	(\$338.89)	\$9,568.11





Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC. 15167 Highway 331 Business Suite B. Freeport, FL 32439

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape services provided at:

Nature Walk CDD

Santa Rosa Beach, FL 32459

Sandgrass - 13 Yaupon Holly Replacement

*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications are not included in this work order and will be billed time and materials at our current irrigation labor rate.

Work order scope:

GreenEarth to remove and replace 13 dead dwarf yaupon holly's along Sandgrass Blvd before bridge.

Replacement size will be 3gal dwarf yaupons.

Any irrigation modifications needed will not be included in scope.

Total: \$643.29 Plus Applicable Taxes

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Ву		Ву	
	Jessica Smith (GE)		
Date	1/4/2024	Date	
_	Green Earth Southeast, LLC.	Nature Walk C	DD



Proposal #43879

Date: 1/4/2024

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC. 15167 Highway 331 Business Suite B. Freeport, FL 32439

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape services provided at:

Nature Walk CDD

Santa Rosa Beach, FL 32459

Sandgrass - 24 Yaupon Holly Replacement

*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications are not included in this work order and will be billed time and materials at our current irrigation labor rate.

Work order scope:

GreenEarth to remove and replace 24 dead dwarf yaupon holly's along Sandgrass Blvd before bridge.

Replacement size will be 3gal dwarf yaupons.

Any irrigation modifications needed will not be included in scope.

Total: \$1,129.86

Plus Applicable Taxes

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Ву		Ву	
	Jessica Smith (GE)		
Date	1/4/2024	Date	
_	Green Earth Southeast, LLC.	Nature Walk C	DD

Tab 5

AN INSURANCE APPRAISAL FOR

NATUREWALK AT SEAGROVE SANTA ROSA BEACH, FLORIDA File 22920-08399



AS OF

DECEMBER 21, 2023

PREPARED BY

SEDGWICK VALUATION SERVICES DIVISION LAKE MARY, FLORIDA 32746

(800) 248-3376

www.Sedgwick.com/Valuation-Services

AN INSURANCE APPRAISAL FOR THE

NATUREWALK AT SEAGROVE

780 Sandgrass Boulevard Santa Rosa Beach, Florida, 32459 File No. 22920-08399

December 21, 2023

Ken Rice NatureWalk at Seagrove 780 Sandgrass Boulevard Santa Rosa Beach, FL 32459

Dear Mr. Rice:

In accordance with your request and our agreement, we have completed an insurance appraisal on the NatureWalk at Seagrove located in Santa Rosa Beach, Florida.

The purpose of this assignment is to provide an estimate of the Replacement Cost, Insurable Replacement Cost, and Depreciated Insurable Replacement Cost of the subject property to assist in determining the proper amount of *Hazard* insurance coverage. A detailed explanation of the components involved in the Hazard Valuation or Wind Coverage (based on Florida Chapter 718) can be found on Page 10. *This appraisal is to be used as a guide to assist the client in their determination of the proper amount of insurance coverage.*

The following narrative report describes the property and our method of approach to the valuation. All factors that are considered relevant to the value estimate have been thoroughly analyzed and investigated. The values set forth in the report are subject to the assumptions, limiting conditions and certifications contained in this report. It must be noted that estimated values in this report do not include demolition cost. Additionally, no contents, personal property, land value or other site improvements or permits have been included in this report.

Mr. Rice Page 2

Through our appraisal investigation, which includes an extensive on-site inspection of all improvements, as well as, discussions with the property management representative, it is our opinion that the estimated insurable value(s) for the NatureWalk at Seagrove, 780 Sandgrass Boulevard, Santa Rosa Beach, Florida as of December 21, 2023 are as follows:

"AS IS" TOTAL ESTIMATED INSURABLE VALUES

REPLACEMENT COST	LESS EXCLUSIONS	INSURABLE REPLACEMENT COST	LESS DEPRECIATION	DEPRECIATED REPLACEMENT COST
\$5,466,772	\$328,007	\$5,138,765	\$272,775	\$4,865,990

Respectfully submitted,

Sedgwick Valuation Services Division

Steve Auld

Director/Senior Appraiser

Certified Construction Inspector #7088

Certified Construction Consultant #7088

Association of Construction Inspectors

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COMPANY OVERVIEW

Sedgwick Valuation Services Division has been successfully providing property insurance expertise since it was founded more than a century ago. Sedgwick Valuation Services' Division approach to servicing our clients is to understand and address the needs of each individual client. This approach has allowed us to win acceptance with our clients and ensures they receive consistent and quality service that meets or exceeds their expectations.

Our company has a proven history or stability, financial strength, and respect in the marketplace. We will be there when you need us. Generally, insurance appraisal or reserve study firms usually perform their services in a localized market with fewer appraisers, thus potentially having limitations. With Sedgwick Valuation Services Division being a national company with tenure in the marketplace and resources, we can perform appraisals and/or reserve studies on properties of any size throughout the U.S., Canada, Mexico, or Caribbean.

Sedgwick Valuation Services Division has appraisers based strategically throughout the United States. Our personnel have extensive experience in providing our services for virtually every type of property. Our appraisal division consists only of tenured people with no less than 10 years' experience in the construction and content valuation business. ACI (Association of Construction Inspectors) have designated our appraisers as Certified Construction Inspectors. Our Reserve Studies are produced by our Reserve Specialist personnel. These reserve specialists have a designation received from the CAI (Community Association Institute) and have proven their expertise through both formal education programs and substantial reserve study field experience.

The sole function of this division is to provide accurate insurance appraisals, content appraisals and reserve studies for our clients. The estimated replacement cost values reported in our valuations are derived through several methods. The primary methods utilized for estimating the replacement cost in our insurance valuations are: Sage Estimating CORE Plus using RS Means National Construction Costs Databases and Corelogic Commercial Express using Marshall and Swift National Construction Costs Databases

The database within Sage Estimating for estimating the replacement costs is RS Means. RS Means is an established and reputable construction data collection company which has been a prominent provider since 1940. The labor wage rate and material cost used are localized to the property's location and pricing is based by zip codes which assures greater accuracy. Additionally, the database allows custom cost inputs from the marketplace furthering its accuracy. All the replacement costs contained in our analysis include the contractor's overhead and profit, all labor, taxes, and insurance costs, as well as general building conditions. In addition to this cost data, our appraisers have formed relationships in the marketplace with general contractors and architectural and engineering firms which are utilized in support of the cost data found in the Sage Estimating software as needed.

Our central office maintains a complete database of every insurance appraisal and reserve study performed on behalf of our clients. This ensures that should you have questions or need a copy of a report at a future time, it will be provided for you.

METHODOLOGY

Estimating the replacement cost of any building or site improvement requires a diligent effort on the part of Sedgwick Valuation Services Division's valuation specialists. If the appraisal is being performed for the first time; or an update with inspection is being completed; or if changes have taken place to the property since the last valuation, the following will occur:

- A consultation with the property representative to discuss the property or changes to the property that have occurred.
- The Sedgwick Valuation Services Division representative will inspect and photograph all improvements and/or changes to the property.
- A thorough examination of all the construction plans for the improvements and/or changes to the property. If the plans are not available, physical measurements and information are gathered by the Sedgwick Valuation Services Division representative of the improvements.
- After all property data information is obtained, the valuation and report process will commence.

The estimated replacement cost values reported in the valuation include valuations for improvements contained in the contracted Scope of Work and may be derived via several methods. Values may be obtained from current versions of valuation software from Sage Systems Sage Estimating CORE Plus software, or CoreLogic's Commercial Express. Additional sources used in deriving the estimated replacement cost for improvements include current versions of Corelogic's Marshall and Swift Valuation Service and R.S. Means Building Construction Cost Data.

All the replacement costs contained in our analysis include the following:

- Architect's Fees 7%
- Contractor's Overhead and Profit 20%
- Material Costs
- Labor, Taxes, and Insurance Costs
- General Building Conditions Costs

In addition to this cost data, our appraisers have formed relationships in the marketplace with general contractors and architectural and engineering firms which are utilized as a check of reasonableness.

PURPOSE

The purpose of this insurance appraisal is to provide an estimate of the Replacement Cost, Insurable Replacement Cost, and Depreciated Insurable Replacement Cost of the building to assist the client in determining the proper amount of insurance coverage only. The term, "insurance appraisal" used throughout this report is an insurance industry terminology and is not to be confused with a market value appraisal, nor should it be used in determining market value or in providing property valuation for loans, or any other purposes. Therefore, the term, "appraiser," as used throughout this report, is understood to be considered construction valuation consultants only, and provide the estimated insurable value of the improvements of a property and not market value of the property.

DEFINITIONS

Replacement Cost:

This is the estimated total cost to construct at current prices as of the effective date of the appraisal, a duplicate or replica of the building, structure or site improvement being valued, using the materials, construction standards, design, layout and quality of workmanship specified in the existing building construction plans and specifications. The replacement cost, as provided in this report, does not consider labor bonuses, material premiums, additional costs to conform property replaced to building codes, ordinances, or other legal restrictions; or to the cost of demolition in connection with reconstruction or removal of destroyed property.

> Insurance Exclusions:

This includes basement excavation, foundation below ground, and piping below ground.

> Insurable Replacement Cost:

This is the Replacement Cost of the building less Insurance Exclusions.

Depreciation:

This is the loss in value due to deterioration caused by usage, wear and tear, and the elements.

Depreciated Replacement Cost:

This is the remaining value after the deduction of Insurance Exclusions and Depreciation from the Replacement Cost.

ISO CONSTRUCTION CLASSIFICATIONS

GROUP I

Determination of Group I rates shall be based upon the CSP Code, Protection Class/Location and Construction Class. Auxiliary or subsidiary occupancies (clubhouse, storage, maintenance, service, boiler houses, etc.) apply CSP code of primary occupancy with which associated.

F = Frame (Code 1)

Buildings where the exterior walls are wood or other combustible materials including construction where combustible materials are combined with other materials such as brick veneer, stone veneer, wood ironclad, and stucco on wood.

JM = Joisted Masonry (Code 2)

Buildings where the exterior walls are constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile or similar materials, and where the floors and roof are combustible. (Other than construction defined by the description for Code 7.)

N-C = Non-combustible (Code 3)

Buildings where the exterior walls, floors, and the roof are constructed of, and supported by, metal, asbestos, gypsum or other non-combustible materials. (Other than construction defined by the defined by the description for Code 8.)

M N-C = Masonry Non-combustible (Code 4)

Buildings where the exterior walls are constructed of masonry materials as described in Code 2 with the floors and roof of metal or other non-combustible materials. (Other than construction defined by the description for Code 9.)

FR = Modified Fire Resistive (Code 5)

Buildings where the exterior walls and the floors and roof are constructed of masonry or fire resistive materials with a fire resistance rating of one hour or more, but less than two hours.

FR = Fire Resistive (Code 6)

Buildings where the exterior walls and the floors and roof are constructed of masonry or fire resistive materials having a fire resistance rating of not less than two hours.

Superior Masonry/Heavy Timber (Code 7)

Joisted masonry buildings where the entire roof is a minimum of 2 inches in thickness and is supported by timbers having a minimum dimension of 6 inches or where the entire roof assembly is documented to have a wind uplift classification of 90 or equivalent.

Superior Non-combustible (Code 8)

Non-combustible buildings where the entire roof is constructed of 22-gauge metal (or heavier) on steel supports or where the entire roof is constructed of 2 inches of masonry on steel supports or where the entire roof assembly is documented to have a wind uplift classification of 90 or equivalent.

Superior Masonry Non-combustible (Code 9)

Masonry noncombustible buildings where the entire roof is constructed of 2 inches of masonry on steel supports or when the entire roof is constructed of 22-gauge metal (or heavier) on steel supports or where the entire roof assembly is documented to have a wind uplift classification of 90 or equivalent.

ISO CONSTRUCTION CLASSIFICATIONS

GROUP II

Wind Resistive (WR), Semi-Wind Resistive (SWR), Masonry (MAS), and Frame (FRM).

AA = SUPERIOR

Applies to buildings which are classified for Group I rating as Fire Resistive (Code 6) or modified Fire Resistive (Code 5).

A = WIND RESISTIVE

Applies to buildings which are classified for Group I rating as Fire Resistive (Code 6) or Modified Fire Resistive (Code 5) or Masonry Non-Combustible (Code 4).

AB = SEMI-WIND RESISTIVE

Applies to buildings which are classified for Group I rating as Modified Fire Resistive (Code 5) or Masonry Non-Combustible (Code 4).

B = ORDINARY

Applies to buildings which are classified for Group I rating as Non-Combustible (Code 3), Joisted Masonry (Code 2) or Frame (Code 1).

Note: For Group II Rating, all buildings having wood roofs are classified as Class B – Ordinary Construction.

Mixed Construction:

Fire Resistive or Modified Fire Resistive – 2/3 or more total floor and roof is masonry or fire resistive.

Masonry Non-Combustible – 2/3 or more total floor and roof is non-combustible materials.

Joisted Masonry -2/3 or more total floor and roof is combustible materials.

Non-Combustible -2/3 or more of total wall, floor and roof is of non-combustible materials.

Frame -1/3 of the total wall area is of combustible materials.

Building Types

Type I Buildings that are 3 stories or less
Type II Buildings that are 4 to 6 stories
Type III Buildings that are 7 stories or more

RECAPITULATION OF VALUES

NATUREWALK AT SEAGROVE

780 SANDGRASS BOULEVARD, SANTA ROSA BEACH, FLORIDA 32459

HAZARD VALUATION

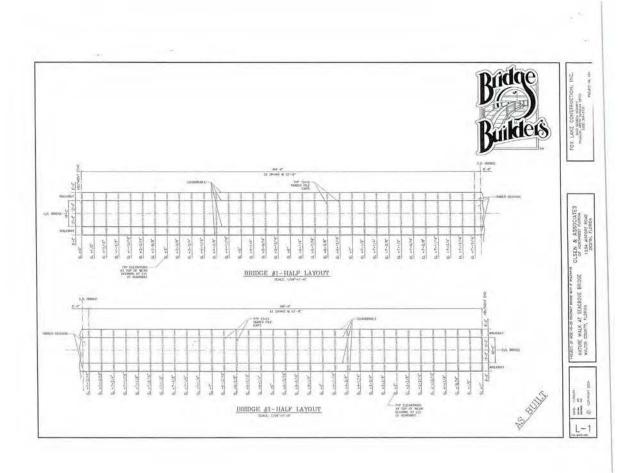
AS OF DECEMBER 21, 2023 File: 22920-08299

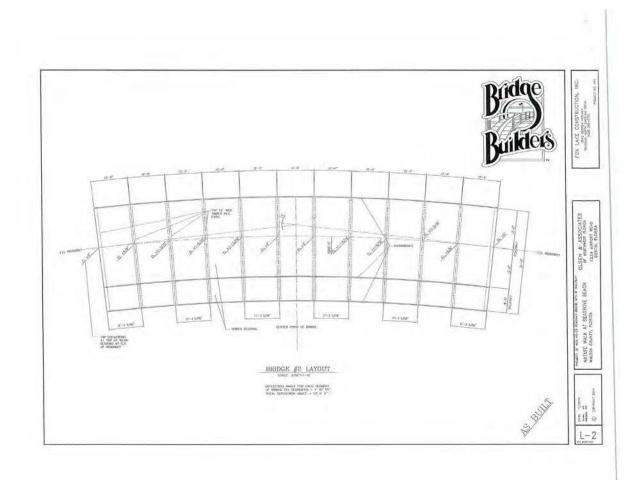
BUILDING	REPLACEMENT COST	INSURANCE EXCLUSIONS	INSURABLE REPLACEMENT COST	DEPRECIATION	DEPRECIATED REPLACEMENT COST
VEHICULAR/PEDESTRIAN BRIDGE #1	3,593,940	215,636	3,378,304	43,915	3,334,389
VEHICULAR/PEDESTRIAN BRIDGE #2	437,760	26,266	411,494	53,494	358,000
VEHICULAR/PEDESTRIAN BRIDGE #3	818,176	49,091	769,085	99,981	669,104
VEHICULAR/PEDESTRIAN BRIDGE #4	616,896	37,014	579,882	75,385	504,497
TOTALS	\$5,466,772	\$328,007	\$5,138,765	\$272,775	\$4,865,990

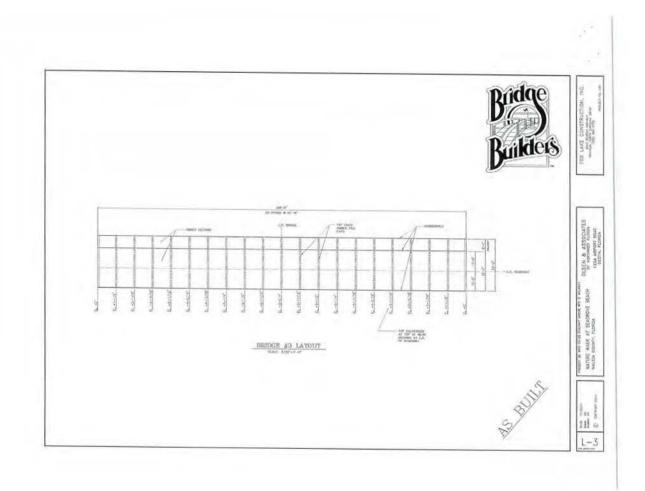
PROPERTY DATA

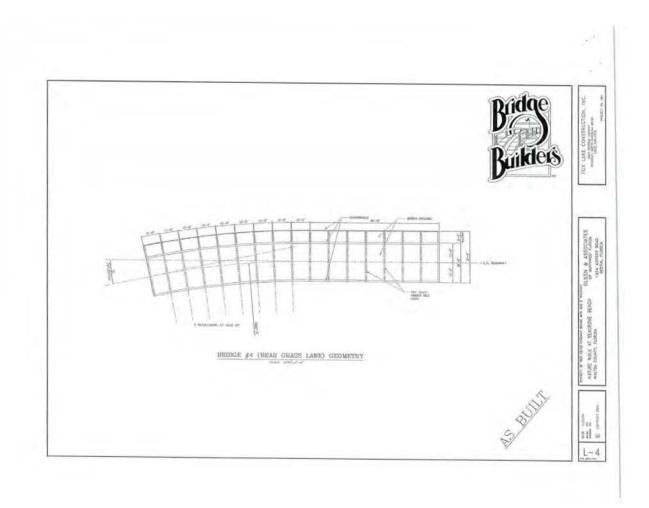
BRIDGE	BRIDGE 1	BRIDGE 2	
LOCATION ADDRESS SANDGRASS BLVD.		SANDGRASS BLVD.	
	EAST OF WALTON COUNTY HWY. 395	NEAR CINNAMON FERN LANE	
	SANTA ROSA BEACH, FL 32459	SANTA ROSA BEACH, FL 32459	
YEAR	2006	2006	
BUILT/ACQUIRED			
TYPE	VEHICULAR/PEDESTRIAN	VEHICULAR/PEDESTRIAN	
ISO CLASS	ISO 1 WOOD FRAME	ISO 1 WOOD FRAME	
CONDITION	AVERAGE	AVERAGE	
FOUNDATION	RAISED WOOD PIERS & JACKS	RAISED WOOD PIERS & JACKS	
SQUARE FOOTAGE	36,120	4,608	
PERIMETER	1,672	328	
COMMENTS	PERGOLA, HANDRAILS, TIRE STRIKES	HANDRAILS, TIRE STRIKES	

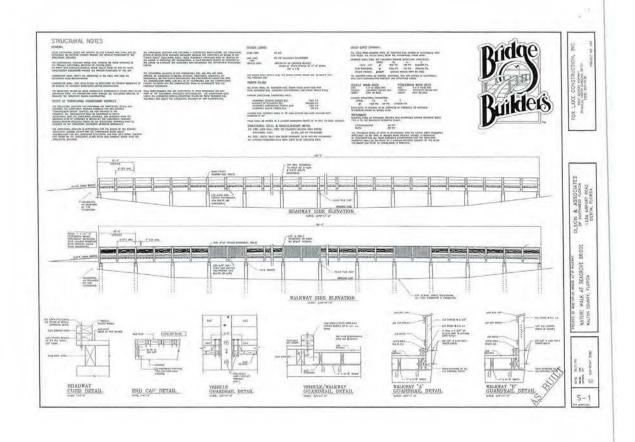
BRIDGE	BRIDGE 3	BRIDGE 4	
LOCATION ADDRESS	SANDGRASS BLVD.	BEARGRASS WAY	
	NEAR CINNAMON FERN LANE	NORTH OF SANDGRASS BLVD.	
	SANTA ROSA BEACH, FL 32459	SANTA ROSA BEACH, FL 32459	
YEAR	2006	2006	
BUILT/ACQUIRED			
TYPE	VEHICULAR/PEDESTRIAN	VEHICULAR/PEDESTRIAN	
ISO CLASS	ISO 1 WOOD FRAME	ISO 1 WOOD FRAME	
CONDITION	AVERAGE	AVERAGE	
FOUNDATION	RAISED WOOD PIERS & JACKS	RAISED WOOD PIERS & JACKS	
SQUARE FOOTAGE	8,704	6,528	
PERIMETER	580	452	
COMMENTS	HANDRAILS, TIRE STRIKES	HANDRAILS, TIRE STRIKES	

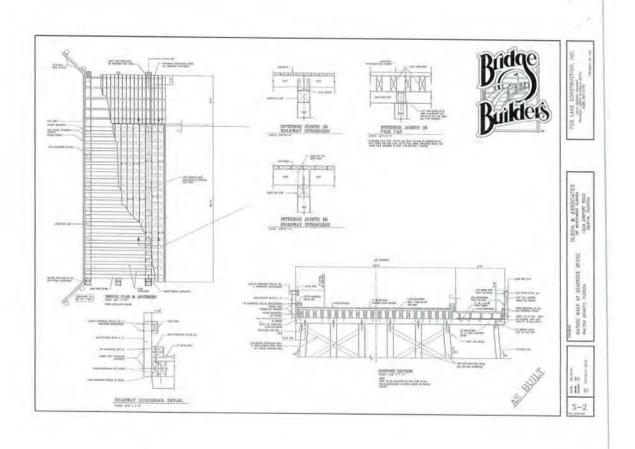


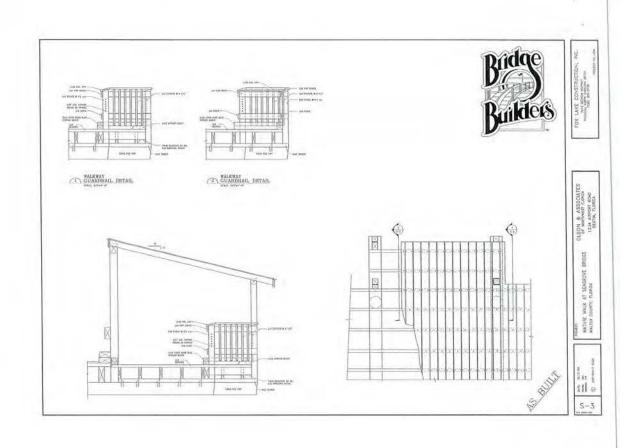










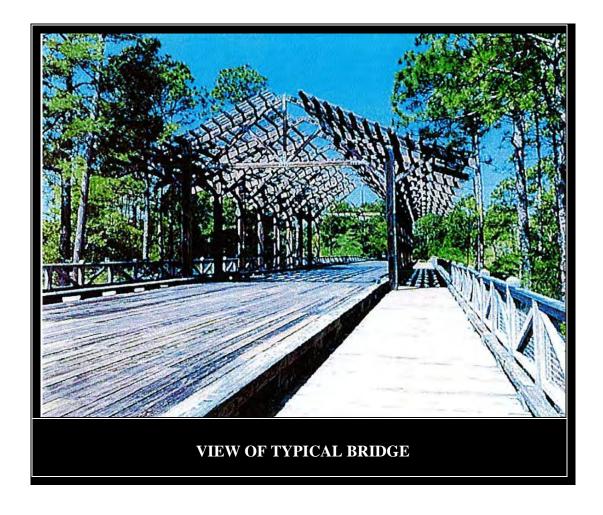


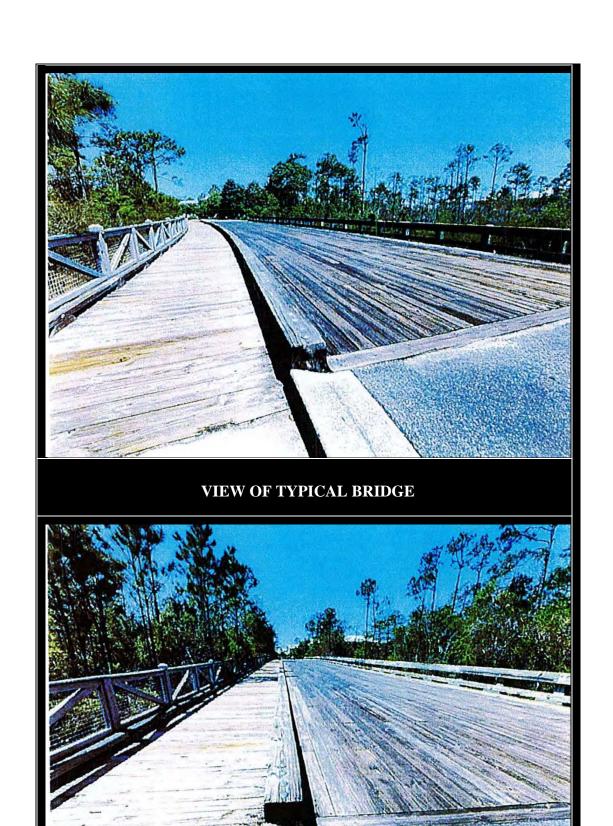


NatureWalk at Seagrove 780 Sandgrass Boulevard Santa Rosa Beach, Florida

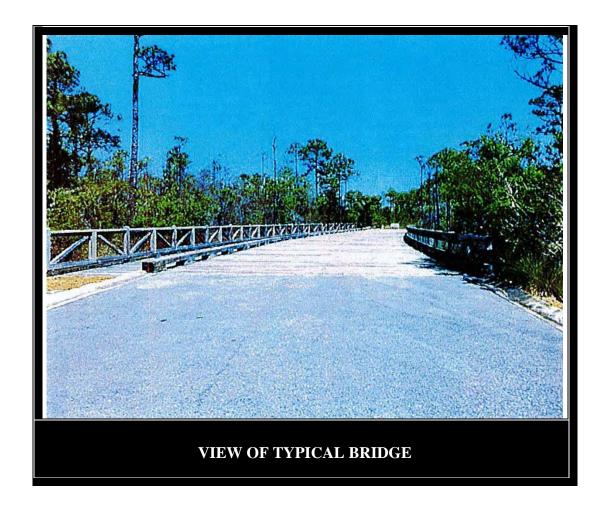
PHOTOGRAPHS OF IMPROVEMENTS

The following photographs were taken at the time of inspection and are representative of the property at that time.





VIEW OF TYPICAL BRIDGE



CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements contained in this report, which were used as the basis of the analysis, opinions and conclusions herein, are true and correct.
- We have no known present or contemplated future interest in the property that is the subject of this report.
- We have no personal interest or bias with respect to the subject matter of this report or of the parties involved in this assignment.
- Neither the employment for this assignment, nor our compensation, was contingent upon the estimates of value contained herein.
- The signature or signatures below indicate the individual(s) who contributed significant professional assistance in the determination of the insurable values set forth in this report.
- This appraisal is to be used as a guide to assist the client in their determination of the proper amount of insurance coverage.

Based on the data contained herein, and other valuation data, it is our considered opinion that the hazard insurable values of the subject property, as of December 21, 2023, are as follows:

"AS IS" TOTAL ESTIMATED INSURABLE VALUES

REPLACEMENT COST	LESS EXCLUSIONS	INSURABLE REPLACEMENT COST	LESS DEPRECIATION	DEPRECIATED REPLACEMENT COST
\$5,466,772	\$328,007	\$5,138,765	\$272,775	\$4,865,990

Respectfully submitted,

Sedgwick Valuation Services Division

Steve Auld

Director/Senior Appraiser

Certified Construction Inspector #7088

Certified Construction Consultant #7088

Association of Construction Inspectors

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

- 1. This insurable value appraisal is based on information obtained from an inspection of the building(s) and reflects current replacement costs based on prevailing local construction wage rates, local building material prices, manufactured equipment, and contractor overhead and profit. It is based on replacing each building as a complete unit at one time. No contents, personal property, land value or other site improvements or permits have been included in this report.
- 2. If appraiser was not provided complete construction plans/blueprints for use in the completion of this appraisal, assumptions were made regarding unseen construction components based on our experience in the valuation of properties resembling the property value conclusions.
- 3. No consideration has been given to labor bonuses, material premiums, additional costs to conform property replaced to building codes, ordinances, or other legal restrictions, or to the cost of demolition in connection with reconstruction or removal of destroyed property.
- 4. No responsibility is assumed for legal matters, questions of survey, opinions of title, soil or subsoil conditions, engineering or other technical matters. Therefore, Sedgwick Valuation Services Division assumes that there are no hidden or unapparent conditions of the appraised property, which would render the values higher or lower than calculated. Further, Sedgwick Valuation Services Division assumes that there are no potentially harmful asbestos or other materials and/or site contaminants in, on, or near the soil, subsoil or structure of the appraised property and that there has been no disposal, discharge, leakage, or spillage of pollutants or contaminants, which would render it more or less valuable, whether or not these materials or contaminants are apparent or hidden and unapparent. No responsibility is assumed by Sedgwick Valuation Services Division for such conditions. In addition, no responsibility is assumed by Sedgwick Valuation Services Division for the cost of engineering and/or laboratory studies that might be required to discover such materials or contaminants.
- 5. Possession of this report, or a copy thereof, does not carry with it the right of reproduction or publication, in whole, nor in part, nor may it be used for any purpose by any other than the recipient without the written consent and approval of Sedgwick Valuation Services Division. No report is valid unless it bears an original signature. An electronic copy of the report will be sent to the property representative at the time of production. Copies of the report will be furnished at cost by the appraiser if needed for a fee of \$250.00. This appraisal shall be considered in its entirety. No part thereof shall be utilized separately or out of context.
- 6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and are believed to be true and correct. However, for accuracy of such items furnished the appraiser can assume no responsibility.
- 7. Neither all, nor any part of the contents of this report, especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to professional designation, shall be disseminated to the public through advertising media, public relations media, news media, sales media or by any other means of communication without prior written consent and approval of the author.
- 8. The conclusions presented in this report are estimates based on the data available or assembled by the appraiser. These conclusions must be considered opinions and not facts.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

- 9. The appraisal report only covers the Appraised Property; neither the figures, unit values, nor any analysis is to be construed as applicable to any other property, however similar such may be. The separate allocations for improvements must not be used in conjunction with any other appraisal report and are invalid if so used.
- 10. If there are inquiries concerning the inclusion or exclusion of items not covered by the appraisal, or the valuation set forth in the appraisal, such inquiries must be transmitted in writing to Sedgwick Valuation Services Division within 60 days of receipt of the appraisal report. If no such inquiries are transmitted within the stipulated period, the complete appraisal and valuation set forth herein shall be deemed to have been acceptable to the client.
- 11. This appraisal report is limited as to the matters set forth herein and no opinion of value or any other type of opinion is to be inferred or may be implied beyond the matters expressly so stated.
- 12. Sedgwick Valuation Services Division has had to rely on various sources to accumulate data on construction material and labors cost in the area in order to arrive at its opinion of the replacement cost of the Appraised Property. The information obtained from these sources is considered correct and reasonable but is not guaranteed. No liability is assumed because of inaccuracies or errors in such information or estimates, although reasonable efforts have been made to confirm them. No important factors have been intentionally withheld or overlooked.
- 13. The employment of the appraiser to complete this report for the purpose stated herein shall be terminated upon the delivery of the report to the employer or his designated representative unless the employer and the appraiser have agreed in writing that the appraiser's services as a consultant or expert witness have been retained beyond the time of completion of the report.
- 14. The authors of this report shall not be required to give testimony or appear in court or at any administrative proceeding relating to this appraisal, unless this appraisal is, by agreement, made in anticipation of litigation.
- 15. The liability of Sedgwick Valuation Services Division, the author(s) of this report and any other employees of Sedgwick Valuation Services Division is limited in total to the fee collected for preparation of this appraisal report.
- 16. Acceptance of, and/or use of, this appraisal report constitutes acceptance of the above conditions.
- 17. It must be noted that reconstruction from widespread natural disasters such as a hurricane or a flood event may create abnormal shortages of labor and materials, which could result in significant price increases for labor and materials above normal costs prior to the event. These increases, while temporary, may last for a year or more before returning to normal market conditions. Therefore, the insurable values stated in this appraisal are estimated based on normal market conditions. Thus, some or all the estimated values as reported herein may be inadequate for reconstruction or repair in periods after a widespread natural disaster.

18. Valuations are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including additional improvements and/or amenities, changes to improvements and/or amenities, updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or preprint and copy services whether by request of the company or by subpoena or other legal process initiated by a party other than the company, company agrees to compensate Sedgwick for its time at its standard hourly rates then in effect plus all expenses incurred in the performance of said services. Sedgwick reserves the right to adjust the analysis, opinion and conclusion set forth in our report as we deem necessary by consideration of additional or more reliable data that may become available.

ANNUAL UPDATE PROGRAM

Sedgwick Valuation Services is pleased to offer our clients a program to provide annual updates on their Insurance Appraisals for the next three years for a guaranteed fee.

The Update Program is valid only if there are no changes to the property, i.e., new construction, major upgrades, etc. Changes to the property within the three-year update program period would require a re-inspection of the property at a higher fee.

ANNUAL UPDATE PROGRAM BENEFITS

- Annual Insurance Appraisal updates on the properties provide a written validation of updated insurance values, thus support premium increases.
- Demonstrates due diligence and impartiality on the part of the property manager and board members by the involvement of a third-party professional.
- The cost of your update insurance appraisal is lower if enrolled in the update program.

If you have not already chosen to accept the three-year annual update program, and would like to do so at this time, please contact our Customer Service Representative at (800) 248-3376 or fax your request to (407) 805-9921. We will be pleased to provide you with a bid for the three-year annual program.

Commercial Lines Valuation Requirements



To promote the use of consistent and accurate valuation methods, the following guidelines apply to all commercial appraisals and alternative valuation reports:

Professional Qualifications

- **Licensed Appraiser:** Appraisals can be completed by Florida licensed residential or general appraisers.
- Other Qualified Professional: Alternative valuation reports can be completed by other qualified professionals who provide certification of related experience.

Required Elements

- Construction analysis
- Photos
- System-generated worksheets
- Date of appraisal
- Appraiser's name and license number or other qualified professional's name and certification statement:

I, Stephen L. Auld, certify that I, or the entity listed above, have/has at least three (3) years' experience in the field of commercial property inspections, commercial risk assessment, and commercial property replacement cost evaluation.

December 21, 2023

Steve Auld

Director/Senior Appraiser

Certified Construction Inspector #7088

Certified Construction Consultant #7088

Association of Construction Inspectors

Additional Details

I. Construction Analysis

At a minimum, the construction analysis should confirm the year built, building area (provide both the enclosed area and the area of open balconies and walkways), number of stories, construction elements of the foundation, floors, walls and roof, building occupancies, number of units, and all building systems and features necessary for the development of an accurate replacement cost estimate (examples: sprinkler system, elevators, etc.).

II. Photos

Provide clear, color images reflecting a current and complete view of the subject property. While representative photos may be included for similar buildings and building interiors, photographs of any existing damage should be supplied.

III. System Generated Worksheets

- **Industry Standard Source:** The software used to develop the valuation estimate must be a tool designed for insurance replacement-cost purposes and must be the most current version of that tool.
- **Report Source:** Valuation worksheets must be provided in the form of unaltered system-generated reports. Manually calculated estimates and appraiser developed spreadsheets will not be accepted.
- Occupancy: The occupancy type used to generate the valuation estimate must be the most accurate selection available for the described occupancy, as per the definitions of the selected software system.
- **Detailed Report Format:** Only full, detailed report formats will be accepted. Reports must reflect architect fees and overhead and profit as line items.
- User Adjustments: In general, no adjustments should be made to architect fees, labor and material costs, overhead and profit, or construction quality. When deemed necessary, adjustment to line items such as these, as well as any cost modifications made via user adjustment factors, must be fully documented on a report addendum. Documentation should include a detailed explanation for the adjustment and supporting data to substantiate the cost change.

IV. Date of Appraisal

Valuation reports must be less than 12 months old to be considered currently valued.

Tab 5

Tab 6

Tab 7

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

www.NatureWalkCDD.org

Encroachment Policy

Adopted August 3, 2023

Mail to: NatureWalk CDD c/o Rizzetta & Company, Inc. 3434 Colwell Ave., Suite 200 Tampa, FL 33614

ATTACHMENT A

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT POLICY REGARDING ENCROACHMENTS ON DISTRICT-OWNED PROPERTY

In accordance with Chapter 190, *Florida Statutes*, and following a duly noticed public hearing and meeting, the Board of Supervisors of the NatureWalk Community Development District ("District") adopted the following updated and revised policy related to encroachments on District-owned property. The District previously adopted substantial portions of this policy through Resolutions 2021-10 and 2022-12. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The NatureWalk Community Development District ("District") owns certain Common Areas, Open Areas, Conservation Areas, Stormwater Retention Areas and Boardwalks ("Property") within the District. The unauthorized construction of private improvements, including patios, fences, pools, pool decks and walls, and the unauthorized installation of landscaping improvements on District Property is prohibited. Additionally, the unauthorized use or modification of District Property to gain access to or construct such private improvements or install landscaping improvements is also prohibited. Such activities cause damage to District Property and impair the District's ability to access and maintain such Property.

SECTION 2. HOMEOWNER'S ASSOCIATION ARCHITECTURAL COMMITTEE REVIEW. If a homeowner seeks approval from the Homeowner's Association ("HOA) Architectural Review Committee ("ARC") to construct, install or modify an improvement ("Project") on a lot adjacent to District Property, a copy of the request must also be provided to the District Manager. No portion of a Project may encroach on District Property. A District Supervisor shall accompany the HOA ARC when inspecting the completed Project to ensure that no portion of the Project encroaches on District Property. A homeowner will be required to remove any encroachment on District Property at their own expense. District may remove the encroachment at homeowner's expense if homeowner fails to remove the encroachment in a timely manner.

SECTION 3. ACCESS TO DISTRICT PROPERTY. If a Project requires entry onto CDD property, a homeowner must obtain authorization from the District to enter District property for this purpose. Such authorization must be obtained in advance and in the form of a License Agreement.

SECTION 4. POLICY ON UNAPPROVED PREEXISTING ENCROACHMENTS. The District is aware that there may be encroachments on District Property that were constructed or installed prior to the Effective Date of this Policy, or that may have been wrongly approved by other entities or individuals. Such encroachments are prohibited absent written authorization from the District. The District shall evaluate such encroachments on a case-by-case basis in accordance with the Existing Improvement Encroachment Policy attached hereto as Exhibit A. Preexisting encroachments are prohibited absent express approval in accordance with the District's Existing Improvement Encroachment Policy attached hereto.

SECTION 5. REQUESTS FOR APPROVAL OF ENCROACHMENTS ON DISTRICT PROPERTY. Homeowners or property owners that desire to construct and maintain improvements of District-

owned property and rights-of-ways may seek approval from the District for such encroachments in accordance with the Improvement Encroachment Policy attached hereto as **Exhibit B**.

SECTION 6. POOL INSTALLATION. If a homeowner wishes to install a pool on a lot adjacent to a Stormwater Retention Area, homeowner shall reimburse District for any necessary inspections of the stormwater retention walls prior to construction of the pool. Such construction must take into consideration, account for, and not damage any retention walls or other District improvements. Homeowner shall be responsible for any damage to any stormwater retention wall or other District improvement caused by or resulting from the installation or presence of the pool.

Effective Date: August 3, 2023

EXHIBIT A

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT EXISTING IMPROVEMENT ENCROACHMENT POLICY

NatureWalk Community Development District's ("District") Board of Supervisors adopted a policy establishing a process and requirements related to the District's consideration and approval of the installation of certain improvements by third parties on District-owned property (the "Improvement Encroachment Policy"). The District is aware that various improvements have been constructed by private property owners encroaching on District-owned property (e.g., pavers, fences, landscaping, etc.) prior to the effective date of the Improvement Encroachment Policy or without any prior approval of a prior District's Board of Supervisors or any license, easement, or other grant of authority to utilize District owner-property ("Preexisting Encroachments"). The District's Board of Supervisors hereby adopts this Existing Improvement Encroachment Policy to address such Preexisting Improvements.

Preexisting Encroachments are prohibited absent express approval in accordance with the District's existing Improvement Encroachment Policy.

- Any action or inaction by the District with respect to any Preexisting Encroachment on District-owned property shall not constitute a waiver or consent to such Preexisting Encroachment.
- 2. In consideration of conservation of District resources, any identified Preexisting Encroachment will initially be evaluated by the District's Board of Supervisors, or the District Manager if delegated such authority, to identify if such Preexisting Encroachment necessitates immediate consideration and action by the District. The District shall

prioritize Preexisting Encroachments that interfere or have the potential to interfere with the District's use of its property or improvements or that otherwise cause, or have the potential to cause, burdens on the District's maintenance of District infrastructure, property, or landscaping, or endanger public safety or property. The District's determination of whether a Preexisting Encroachment necessitates immediate consideration and action shall be made in the District's sole discretion.

- Preexisting Encroachments identified for consideration and action shall be addressed as follows:
 - a. The District Manager shall provide mailed notice ("Notice") to the subject property owner of the Preexisting Encroachment;
 - b. The District Manager (or Board designee) shall reasonably seek to work with the subject property owner to allow the property owner to seek approval of the Preexisting Encroachment (as it exists, or with some modification) under the District's Improvement Encroachment Policy;
 - c. The District Manager shall subsequently present such Preexisting Encroachment for consideration by the District's Board of Supervisors at a noticed meeting of the Board occurring no less than 45 days following Notice to the subject property owner;
 - d. At such meeting, the District's Board may request additional information concerning such Preexisting Encroachment if necessary to evaluate approval under the District's Improvement Encroachment Policy; approve such Preexisting Encroachment pursuant to the Improvement Encroachment Policy; or deny

approval of such Preexisting Encroachment under the Improvement Encroachment Policy.

- e. In the event a Preexisting Encroachment is denied approval by the Board under the Improvement Encroachment Policy, the District Manager shall provide a mailed notice of such decision advising that such encroachment must be removed within 45 days at the property owner's expense and in coordination with the District Manager's office. Such period may be extended in writing by the District Manager for not to exceed an additional 60 days if in the District Manager's opinion there is reasonable progress towards removal of the encroachment and more time is reasonably necessary. Any further extension must be approved by the District's Board.
- f. If a Preexisting Encroachment is not timely removed in accordance with 3.e., the District may in its discretion take unilateral action to remove such encroachment, seek compensation for expenses incurred, and otherwise pursue any available remedy as regards its rights and the subject Preexisting Encroachment.
- 4. The District reserves its rights and authority to revise, amend, or replace this policy as it may be determine to be necessary in its discretion.

EXHIBIT B

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT IMPROVEMENT ENCROACHMENT POLICY

The NatureWalk Community Development District (the "District") has adopted the following policy for property owners desiring to construct and maintain improvements on District-owned property or rights-of-ways (the "Improvement Encroachment Policy").

- 1. Any property owner desiring to install improvements (for example, a driveway apron with a right-of-way, pavers, etc.) on any District-owned property or rights-of-way must first submit their request to their applicable homeowners' association within the NatureWalk development. The property owner may not construct the improvements until they have received written authorization from both their applicable homeowners' association and the District.
- 2. In the request to the District, the property owner must submit: (a) an Improvement Encroachment Agreement that has been signed and notarized by the property owner (the "Agreement," attached hereto in substantial form); (b) a check payable to the NatureWalk Community Development District in the amount of \$600.00 for processing, review, and county recording costs; and (c) a detailed description and sketch of the proposed improvements.
- 3. The District's Board of Supervisors, or the District Manager if delegated such authority, shall approve the request on behalf of the District if the proposed improvements: (a) are authorized by the applicable homeowners' association; (b) are in compliance with all governmental regulations and permits (including the Americans with Disabilities Act); (c)

do not interfere with the District's use of its property or improvements as determined in the District's sole discretion; and (d) do not cause an undue burden to the District for maintenance of District infrastructure as determined in the District's sole discretion.

- 4. Following provision of the forgoing information and materials and receipt of written authorization from the applicable homeowners' association and the District, the property owner may construct the improvements.
- 5. The forgoing provisions and attached Improvement Encroachment Agreement do not apply to landscaping (trees, shrubs, etc.) that a property owner may desire to install strictly on District-owned property. However, District approval is required to authorize the location and details of any such landscape installation, which approval shall be granted in the District's sole discretion. The property owner shall be fully responsible for the installation of the landscaping and ensuring that such installation does not damage any property or improvements of the District, or any third party's property, and, in the event of any such damage, property owner shall immediately repair the damage or compensate the District for such repairs, at the District's option. The property owner shall also be solely responsible for obtaining any local, state, or federal approvals (e.g., Walton County, Florida Department of Environmental Protection, Northwest Florida Water Management District, etc.) necessary for installation of landscaping, including as may be required within conservation areas, protected wetlands, or other regulated or protected areas. To the extent the District's involvement is required for any approval, the District will reasonably cooperate with the property owner in seeking to obtain such approval, but the property owner shall be responsible for any associated costs to the District. Installation of any approved landscape installation must be completed within 90 days of approval and the

property owner must provide the District's manager with written notice and photographs of the landscaping upon their completion. Landscaping that dies within one year of installation will be removed at property owner's expense. Unless otherwise agreed in writing, once approved landscaping is installed, it shall be considered the property of the District and may be maintained, removed, or otherwise managed as deemed appropriate in the District's sole discretion. No property owner shall seek to direct, instruct, or control how the District maintains landscaping installed by the property owner. Property owner's agreement to the forgoing shall be evidenced by property owner's execution of a copy of this policy.

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NATUREWALK COMMUNITY DEVELOPMENT DISTRICT IMPROVEMENT ENCROACHMENT AGREEMENT

This Improvement Encroachment Agreement (the "Agreement"), is made and entered into this
day of, 20, by and between NatureWalk Community Development
District, a special purpose local government established pursuant to Chapter 190, Florida Statutes,
whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614, (the "District"), and whose address
is
is, together with their successors and assigns (the "Property Owner").
WITNESSETH:
WHEREAS, the District is the owner of property or public right-of-way located adjacent to Property Owner's property at
(the "Lot"). A legal description of the Property Owner's Lot is attached as Exhibit "A" ; and
WHEREAS, the Property Owner has requested permission from the District to install the following improvements adjacent to their Lot on District-owned property or right-of-way (the "License Area") in the following manner:
(the "Improvements"); and
WHEREAS, the District wishes to allow the Property Owner to construct the Improvements, provided the Property Owner agrees to the terms and conditions contained in this Agreement; and

WHEREAS, the Property Owner agrees that they shall, at their sole cost and expense, comply with all of the terms and conditions provided for in this Agreement.

NOW, THEREFORE, the District, for and in consideration of mutual covenants and conditions contained herein, does hereby, pursuant to the terms and conditions of this Agreement, grant to the

Property Owner a nonexclusive license for the sole purpose of installing and maintaining the Improvements, subject to the following terms and conditions.

- **ARTICLE 1. INCORPORATION OF RECITALS.** The Recitals set forth are true, correct and are incorporated herein by reference.
- **ARTICLE 2.** <u>LICENSE</u>. Subject to the terms of this Agreement, the District hereby grants to the Property Owner a non-exclusive, revocable license for the sole purpose of accessing, operating and maintaining the Improvements within the License Area. Property Owner acknowledges that this Agreement authorizes only access, operation, and maintenance of the Improvements within the License Area and does not authorize any other encroachment. No legal title, easement, or other possessory interest in the License Area shall be deemed to be construed or created or vested in the Property Owner by any provision of this Agreement.
- **ARTICLE 3.** <u>TERM.</u> This Agreement shall become effective upon the execution by both parties and may be recorded in the public records of Walton County, Florida. This Agreement, and the License granted herein, shall automatically terminate if installation of the Improvements is not completed within 90 days of the date written above. The District in its sole discretion may extend such period in writing, which authority may be exercised by the District's manager. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time.
- **ARTICLE 4. PROPERTY OWNER'S RESPONSIBILITIES.** Property Owner shall have the following responsibilities as a condition of the District's authorization of Property Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Property Owner shall:
- A. provide the District with written notice and photographs of the Improvements upon their completion, which notice shall be directed to the District's manager.
- B. be fully responsible for the installation, access, operation and maintenance of the Improvements, including the continued operation, maintenance and repair of the Improvements, in good and working condition;
- C. obtain any and all applicable permits and approvals relating to the Improvements including, but not limited to, any approvals by the Property Owner's property or homeowners' association pursuant to any applicable declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements;
- D. ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, setback requirements and other applicable laws, rules, ordinances and codes;
- E. ensure that the installation, operation and maintenance of the Improvements does not damage any property or improvements of the District, or any third party's property, and, in the

event of any such damage, Property Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

- F. ensure that Property Owner's exercise of the privilege granted hereunder does not interfere with the District's rights to maintain its property and improvements and/or negatively impact the District's property or improvements, as determined in the District's sole discretion.
- G. ensure that the District has free access to and from the its property and improvements, including allowing access over, across, under, or through the Improvements as necessary for the District to operate, maintain, and repair its property and improvements, as needed;
- H. keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Property Owner's exercise of rights under this Agreement, and Property Owner shall immediately discharge any such claim or lien:
- I. ensure the Improvements shall not endanger or interfere with persons traveling upon any public streets or sidewalks within the District. In the event that there is any damage or injuries as a result of the Improvements, the Property Owner agrees to promptly pay the District for any costs incurred because of those damages and/or injuries;
- J. ensure that the Improvements shall not in any way conflict with any law, statute, ordinance, or governmental rule or regulations.
- K. not modify or alter any control structures, drainage pipes, drainage facilities, or other improvements of the District without the prior written approval of the District;
- L. at Property Owner's sole cost and expense, shall keep the Improvements in good repair and in a neat, orderly, and safe condition;
- M. repair and maintain the Improvements, when necessary or desirable, as determined solely at the discretion of the District. The Property Owner shall be solely responsible for the costs of any repair or maintenance of the Improvements; and
- N. in the event the District must maintain, repair and/or replace any utility and/or drainage facilities or construct new utility and/or drainage facilities or any other improvements, the Property Owner acknowledges and agrees that the Property Owner shall be solely responsible for the replacement or repair of any Improvements damaged or affected thereby. The Property Owner acknowledges and agrees that the District is not responsible for restoring the Improvements to the condition that existed before the District conducted the foregoing activities.
- **ARTICLE 5. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS**. The privilege and permission granted herein is given to Property Owner as an accommodation and is revocable at any time. Property Owner acknowledges the legal interest of the District in the Property and agrees never to deny such interest or to interfere in any way with the District's use of the same.

Property Owner shall exercise the privilege granted herein at Property Owner's risk, and agrees that Property Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Property Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Property Owner's expense, in order to repair or maintain any District-owned or -maintained facilities or improvements, and that the District is not obligated to re-install the Improvements to their original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

ARTICLE 6. <u>INDEMNIFICATION.</u> Property Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Property Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Property Owner as jointly liable parties; however, Property Owner shall indemnify the District for any and all percentage of fault attributable to Property Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Property Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

ARTICLE 7. INSURANCE. The Property Owner shall insure that during the construction and maintenance of the Improvements, all contractors and/or subcontractors, at their sole cost and expense, shall obtain and keep in full force and effect, a comprehensive, general liability insurance policy insuring against claims for personal injury, death or property damage occurring upon, in or about the License Area. The coverage and limits shall not be less than One Million Dollars (\$1,000,000.00), Each Occurrence, General Liability. The Property Owner shall ensure that the District is named as an additional insured within the policy prior to the commencement of any work. The Property Owner shall insure that the policy provides for at least thirty (30) days written notice from the Insurer to the District prior to termination or cancellation of the insurance policy provided for herein.

ARTICLE 8. <u>RISK OF USE/PROPERTY OWNER RESPONSIBILITY</u>. The Property Owner agrees and acknowledges that the Improvements shall be used at the sole risk and expense of the Property Owner, and that the District is expressly relieved of any responsibility for any damage or loss to the Property Owner or any other party resulting from such use.

- **ARTICLE 9. AMENDMENT.** This Agreement may only be amended in writing by both parties.
- **ARTICLE 10.** <u>LICENSE AGREEMENT TO RUN WITH THE LAND</u>. Upon execution, this Agreement shall be recorded in the Official Records in and for Walton County, Florida. This Agreement shall be and constitute covenants running with title to the Lot and shall be binding upon the Lot and Licensee's heirs, successor, transferees, legal representatives, and/or assigns.
- **ARTICLE 11. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations or agreements, either written or oral.

ARTICLE 12. <u>DISTRICT RESERVATION OF RIGHTS</u>.

- A. Nothing contained herein shall constitute a waiver by the District of its right to use the License Area.
- B. The rights granted to Property Owner herein regarding the use of the License Area shall not conflict or interfere with the District's right to maintain, repair and/or replace any roadway utility, drainage facilities, or other District-owner or -maintained improvements within the License Area or the Lot.
- **ARTICLE 13.** <u>NOTICE.</u> All notes, communications and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, and sent to their addresses shown above.
- **ARTICLE 14. SEVERABILITY.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
- **ARTICLE 15. EVENTS OF DEFAULT.** The Property Owner shall be in default under this Agreement if they default in the performance of or compliance with any of their respective obligations pursuant to the terms or provisions of this Agreement.
- **ARTICLE 16.** EFFECT OF DEFAULT BY PROPERTY OWNER. If at any time an event of default shall occur and shall continue for a period of thirty (30) days after the District gives written notice of the event of default to the Property Owner, the District may terminate this Agreement and require the Property Owner to restore the License Area to its original condition prior to installation of the Improvements, at the Property Owner's sole cost and expense. If the Property Owner fails to restore the License Area to its original condition within the foregoing time period, the District may, but is not obligated, to restore the License Area to its original condition, and the Property Owner shall reimburse the District for the restoration costs.

ARTICLE 17. ENFORCEABILITY OF AGREEMENT. In the event that either the District or the Property Owner is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. This Agreement shall be governed by Florida law with venue in Walton County, Florida.

ARTICLE 18. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE 19. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the partie day of, 20	s hereto have caused this Agreement to be executed this
WITNESSES:	PROPERTY OWNER
Printed Name:	By: Printed Name:
Printed Name:	By: Printed Name:
STATE OF FLORIDA COUNTY OF	
	acknowledged before me this day of, who
are both personally known to me or has pro-	duced as identification.
	Notary Public
	Printed/Typed Name of Notary
	Commission No.

	Commission Expires
WITNESSES:	NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
Printed Name:	By: Name: District Manager
Printed Name:	District Manager
STATE OF FLORIDA COUNTY OF	_
	as acknowledged before me this day or, as District Manager of the
NatureWalk Community Development produced as	District. He/She is personally known to me or has
	Notary Public
	Printed/Typed Name of Notary
	Commission No
	Commission Expires

NatureWalk Homeowners Association, Inc.

October 12, 2023

Mail To James Kent & Alison Shipley Kendrick Trustees 2914 Polo Club Road Nashville, TN 37221

Architectural Approval Notice: 64 Prairie Pass

Dear James Kent & Alison Shipley Kendrick Trustees:

The architectural change request for the following: has been approved by the Architectural Committee based on the following conditions.

This approval is based on the aesthetics of your proposed change and should not be taken as any certification to the construction worthiness or structural integrity of the change you requested. You must follow all local building codes and setback requirements when making this change. A building permit or utility locates may also be required. Please check with all County ordinances prior to commencement.

This approval does not grant you access use to any Association, CDD or County property for purposes of making this modification. If access is required for your modification, you must obtain approval from the landowner in advance.

The Association board reserves the right to make a final inspection of the change to make sure it matches the request you submitted for approval. Please follow the plan you submitted or submit an additional request form if the original plan is modified.

Sincerely,

Rizzetta & Company, Inc. As Agent for the NatureWalk Homeowners Association, Inc.

Local Office: 120 Richard Jackson Blvd Suite 220 Panama City Beach, FL 32407 850-334-9055

Mailing Address: 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Email: hoageneral@rizzetta.com



NATUREWALK HOMEOWNERS' ASSOCIATION, INC.

ALTERATION APPLICATION - FENCING

OWNER'S NAME: J. KENT + A LISON S.KENDRICKDATE: 9-11-2023 ADDRESS: LOA PRAIRIE PASS, SANTA ROSA BEACH, FL PHONE: 615.308.2785 E-MAIL: Kentk 2914@gmail.com; alison K2914@gmail.com

FENCING STANDARDS:

NatureWalk Fencing Standards (Updated to include this history and new photos 3-2020)

History: Initially, only metals were allowed by ARC Standards (with fencing to closely match the pool and pond fencing installed by the developer), with wood specifically restricted via the Bylaws, and not a viable option for ARC's discretion. In April of 2013, the Bylaws were amended to allow wood to be a viable inclusion for the ARC's discretion. The ARC has restricted wood to generally two styles (the simple block style and the picket-like style). White was the only initially allowed color for wood, and remains the preferred selection). Over the years, the developer has used, and the ARC also approved a hybrid (wood and metal, e.g.—welded wire within wood framing) fencing alternative (with restrictions to closely match the retainer fencing at some of our ponds, and generally allowed behind homes on ponds). Very few styles and color ranges have been approved. Vinyl fencing, residential fencing shorter than three feet or taller than four feet, and privacy fencing are not allowed. New fencing is not allowed to tie directly into any HOA or neighbors fencing. No fencing or other intrusions are allowed into the forest reserve or preserve easement areas or to extend beyond your platted lot lines otherwise. These standards remain in effect.

Special note re pool fencing: See also Florida Building Code, Chapter 45 Private Swimming Pools, R4501.17 - Residential swimming barrier requirement. Also, if gating, the latch for the gate much extend upwards from the gate to a minimum of 54 inches from the bottom of the gate (e.g.—6 inches up from the 48 inch gate top) for child safety. See also Florida residential pool barrier code is based upon the BOCA National Code on our portal site.

Special note re access: No fencing may restrict access to a neighbors ability to pass from front to back on their own property (e.g. —encroaching on their HVAC corrals or similar).

Remember your neighbors: Check with them first if you feel your ARC request may be slightly different or special—their opinion counts as you share boundaries.

Approved Materials

Metals

Approved Styles (Examples)







Approved Colors

Approved colors have been Black, White, Bronze, Hunter Green, and Sandstone

Wood



White is the preferred color for all wood fencing. Exceptions have been made for natural colors in harmony with our environment but this is entirely at the sole discretion of the ARC and any one location may not be deemed capable of the same color previously used at another.

Hybrid







White is the preferred color for all wood fencing. Natural color may also be used in this style, though it must closely match the developers initially placed similar fencing protecting several of our ponds.

CHECKLIST

(/	Please ensure that you have reviewed and placed a checkmark in all these boxes in your request):
×	Is it for the back yard (partial sides okay) only?
X	(as the nexts) verified and provided below or
X	Have you provided a full plat with markups, reviewed that fence placement does not restrict side access to either yours, or your neighbors', ability to both walk through, or to gain workable access to HVAC corrals or other installed equipment?
X	If your lot adjoins CDD or Preserve Easement land, does your marked plat clearly show your fence not encroaching in any way upon those areas?
	 If your lot adjoins CDD property, we will also be copying them on this approval when granted. Be certain to not encroach upon their land without obtaining their approvals by either contacting the District Manager at komera@rizzetta.com or NaturewalkCAM@rizzetta.com
X	Have you assured it will not directly tie into any other adjacent fencing?
×	Have you noted the builder/installer to be used?
	Have you included a photo of the style intended?
>	Have you insured your contractor will work only during allowed hours within NatureWalk and that NO materials whatsoever will be placed and left overnight upon your front lot or CDD areas (e.g. – sidewalks, median, street, easements, etc.)
JKK ASK	(Initial): You agree to submit adequate pictures to Rizzetta within 14 days of completion of the approved application showing what changes were done.
	IN DETAIL, TYPE OF ALTERATION, MATERIALS TO BE USED & CONTRACTOR INFORMATION:
-	(IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FORM. THANK YOU)

An application requesting approval for any alteration which occurs outside the exterior walls of the building <u>MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH INDICATING LOCATION, SIZE AND TYPE OF CONSTRUCTION AND MATERIAL LISTING FROM THE CONTRACTOR, IF APPLICABLE.</u>

Applications are submitted to the Architectural Review Committee and are reviewed monthly.

If approval is granted, it is not to be construed to cover approval of any County Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Association shall have no liability or obligation to determine whether such improvement, alteration or addition complies with any applicable law, rule, regulation, code or ordinance.

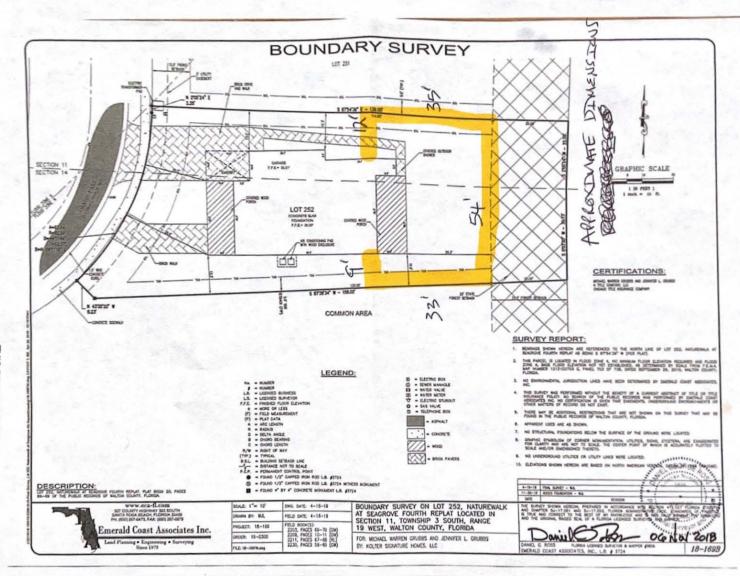
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If the work has not begun within 6 months after approval date, a new ARC application must be submitted and approved.

DATE: 9-11-20	OA3 OWNER'S SIGNATURE:	3 Kendrick
	ACTION TAKEN BY THE ASSOCI	
APPROVED:	APPROVED WITH CONDITIONS:	NOT APPROVED:
	PROVAL, IF APPLICABLE:	
ree simple proper	e is subject to the standards above and improve ty. Access shall be provided for the HOA and se rdships or extra fees.	ments being installed on the applicant's rvice providers, and improvements shal
ADDITIONAL COMMI	ENTS: Approved with condition that the fend and cannot encroach into 25' setback area.	ce must be stained with an allowable
	nutes of the October 9, 2023 Meeting NATURE FOR THE ASSOCIATION	10/11/2023
0.20	THE ASSOCIATION	DATE

	ESTIMATED START DATE
PROJECT NAME	8 21 23
KENDRICK FENCE	ESTIMATED DATE OF COMPLETION
IOB LOCATION	
NATURE WALK	8 28 23
OWNER INFORMATION	
COMPANY NAME	CONTACT NAME ,
	KENT KENDRIC
ADDRESS	
64 PRAIRIE PASS	
OWNER EMAIL	OWNER PHONE
SUBCONTRACTOR INFORMATION	
COMPANY NAME	CONTACT NAME
VIRGIN BROTHERS LLC	
ADDRESS	NO STATE OF STREET
526 COSSON ROAD DEFUNIAR SPRIN	JGS FL 32435
SUBCONTRACTOR EMAIL	SUBCONTRACTOR PHONE
SUBCONTRACTOR EMAIL	SUBCONTRACTOR PHONE
SCOPE OF WORK Build Fence Approx 140 Line	SUBCONTRACTOR PHONE 850 333 3547
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THIS DRAWING HAS BEEN REDUCED FROM ORIGINAL SCALE

NatureWalk Homeowners Association, Inc.

October 12, 2023

Mail To AABC Holding LLC 8757 Lake Carriage Drive Baton Rouge, LA 70817

Architectural Approval Notice: 838 Sandgrass Blvd

Dear AABC Holding LLC:

The architectural change request for the following: has been approved by the Architectural Committee based on the following conditions.

Approved based on the condition that owner applies for and obtains necessary approval from the CDD for proposed use of their easement prior to starting project.

This approval is based on the aesthetics of your proposed change and should not be taken as any certification to the construction worthiness or structural integrity of the change you requested. You must follow all local building codes and setback requirements when making this change. A building permit or utility locates may also be required. Please check with all County ordinances prior to commencement.

This approval does not grant you access use to any Association, CDD or County property for purposes of making this modification. If access is required for your modification, you must obtain approval from the landowner in advance.

The Association board reserves the right to make a final inspection of the change to make sure it matches the request you submitted for approval. Please follow the plan you submitted or submit an additional request form if the original plan is modified.

Sincerely,

Rizzetta & Company, Inc.

As Agent for the NatureWalk Homeowners Association, Inc.

Email: hoageneral@rizzetta.com

Tampa, FL 33614



NATUREWALK HOMEOWNERS' ASSOCIATION, INC.

ALTERATION APPLICATION - PAVERS

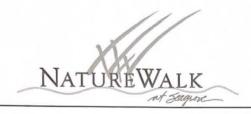
OWNER'S NAME: Colleen Lagarde	DATE: 9/13/2023
ADDRESS: 838 SANDGrass	PHONE: 225. 802.663
E-MAIL: Colleen lagarde Ø7 @ gnzil com	
al	
(Initial): You agree to submit adequate pictures to Rizzetta with the approved application showing what changes were done.	nin 14 days of completion of
Pavers visible from the front street are to be Tremron 3pc Autumn bl ARC before installation. Adding additional pavers directly in front of alterations must not cause any drainage issues. Homeowners assume any drainage issues.	homes is not permitted. Paving
DESCRIBE IN DETAIL, TYPE OF ALTERATION, MATERIALS TO BE USED & COI	NTRACTOR INFORMATION:
Contractor Shannon merrit / Construction u	10.1
from street) for Golf Cart parking on ga	riveway (tacing house
The new area will measure 60" wide 4-	71 Long
The pavers will match the current paver The trash can frame work will be to the	s used on the property.
Existing paved area is 470 sq. ft	- Adding 60" x 17"
(IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FO	ORM. THANK YOU)

An application requesting approval for any alteration which occurs outside the exterior walls of the building MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH INDICATING LOCATION, SIZE AND TYPE OF CONSTRUCTION AND MATERIAL LISTING AND NAME OF CONTRACTOR PERFORMING THE WORK IF APPLICABLE

Applications are reviewed monthly by the Architectural Review Committee.

If your lot adjoins CDD, Preserve Easement, or includes setbacks, please ensure your request includes your marked survey clearly shows your request not encroaching in any way upon those areas and retained within your platted lot area and lot line.

If your lot adjoins CDD property, we will also be copying them on this approval, when granted. Be certain to not encroach upon CDD property. If you have questions for the CDD, please contact the District Manager at komera@rizzetta.com or NaturewalkCAM@rizzetta.com



NATUREWALK HOMEOWNERS' ASSOCIATION, INC.

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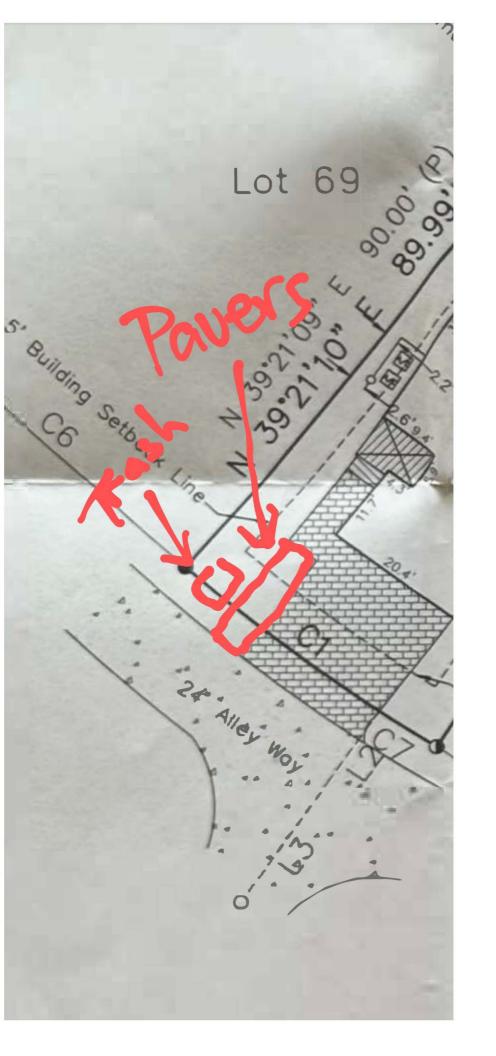
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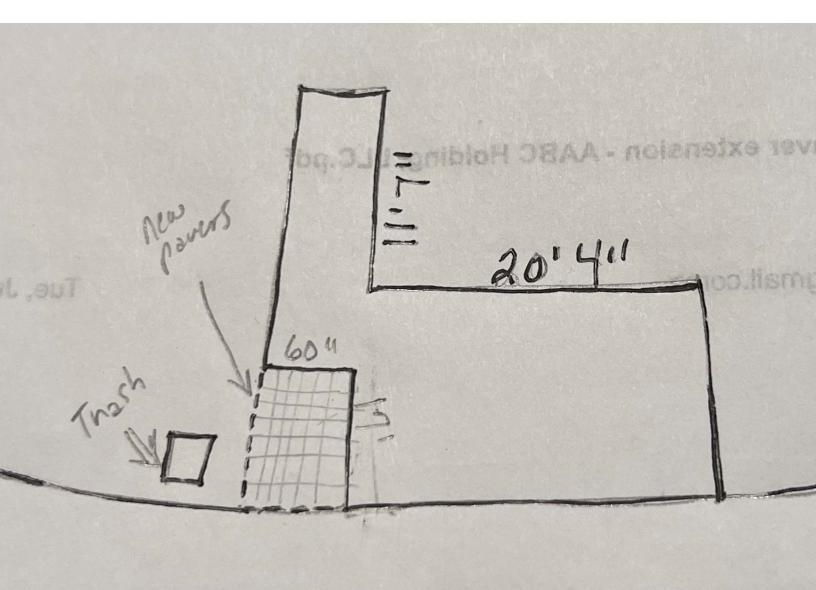
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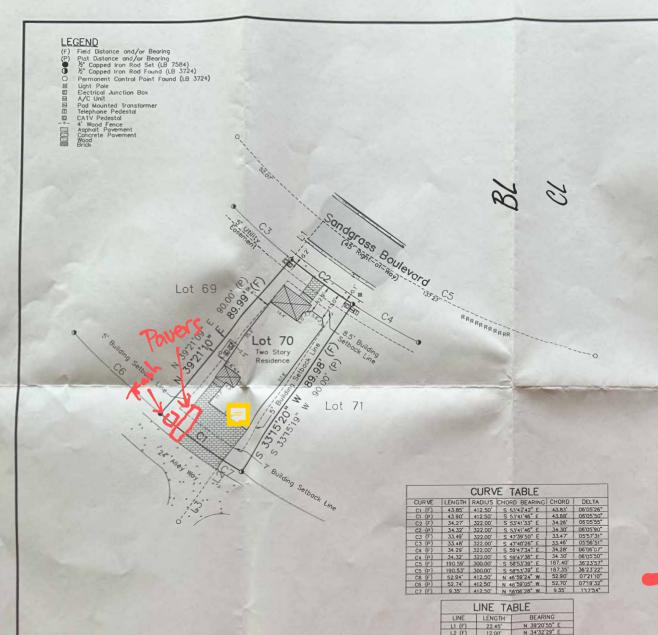
AUTHORIZED SIGNATURE FOR THE ASSOCIATION	DATE
project.	
necessary approval from the CDD for propo	sed use of their easement prior to starting
ADDITIONAL COMMENTS: Approved based on the c	
The HOA will not be responsible for any issues arising	from paver installation now or in the future.
responsible for costs incurred to relocate any lighting	
drainage and no encroachment on abutting property	
The homeowner will assume all liability and responsi	
CONDITIONS OF APPROVAL, IF APPLICABLE:	
CONDITIONS OF ADDROVAL IF ADDLICABLE	
APPROVED: APPROVED WITH CONDITION	SNOT APPROVED:
ACTION TAKEN BY TH	HE ASSOCIATION:
DATE: 9/13/2023 OWNER'S SIGNATURE:	

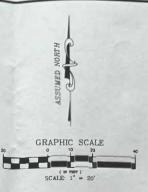
Rizzetta & Company, Inc. • 120 Richard Jackson Boulevard, Suite 220 • Panama City Beach, FL 32407 Mail to: 3434 Colwell Ave., Suite 200, Tampa, FL 33614 • Email to: NatureWalkCAM@rizzetta.com Telephone: 850-334-9055 Page 2 of 2





er extension - AAPSIIA LLC.pdf





SURVEYOR'S REPORT:

F E.MAR FLOOD INSURANCE RATE MAP NO. 12131C0703 G, DATED SEPTEMBER 29, 2010 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X". FLOOD ZONE(S) SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE

THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SLIPVEYOR

THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA

NO ATTEMPT HAS BEIN MADE BY VOELKER SURVEYING TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIPS, DEED RESTRICTIONS, EASEMENTS, OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

UTILITIES, EIGHT OVERTEAD TAIL DECENOION SHOWN, HAVE BEEN LOCALED FROM ASSIGNMENT TO THE FEATURES, AND PREMIOUS CONSTINUED IN ANTI-MINISTER SHOWN LOWER ALL SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT CALL. THE SHOWN ARE IN THE EXACT LOCATION HOUGHT. UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES.

THIS COMPANY AND ITS EMPLOYEES HAVE MADE NO ATTEMPT TO PHYSICALLY LOCATE UNDERGROUND FEATURES: SUCH AS FOOTINGS AND OTHER UNDERGROUND IMPROVEMENTS

ADDITIONS OR DILLETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ALL TIES TO PUBLIC LAND SURVEY SYSTEM MONUMENTS ARE PROPORTED, UNLESS OTHERWISE NOTED

BEARINGS BASED ON THE CENTERLINE OF SANDGRASS BOULEVARD BUING S 58'53'39" E

REFERENCE MAPS:

Sheet 1 of

a. A PLAT OF NATUREWALK AT SEAGROVE REPLAT BY EMERALD COAST ASSOCIATES, INC.

CERTIFIED TO: WILLIAM E. DAVIS AND WILMA R. DAVIS, RECO.
TITLE INSURANCE COMPANY, CLARK, PARTINGTON, HAVE IONS MORTGAGE CHICAGO BOND & STACKHOUSE.

LEGAL DESCRIPTION:

LOT 70. NATUREWALK AT SEAGROVE REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE(S) 8. OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.

Voelker Surveying

110 Logan Lane, Suite 4 Phone: 850.231.6300 Santa Rosa Beach, Florida 32459

LB 7584 web: voelkersurvey.com

Scale: 1"=20"

A BOUNDARY SURVEY

20.83

Date: 1 July 2015

WILLIAM E. & WILMA R. DAVIS

N 34"32'29"

Lot 70, NatureWalk at Seagrove Replat, Walton County, Florida Drawn By: JMV Approved By: RV Job #: 6600 Field Date: 30 June 2015

Field book: 332

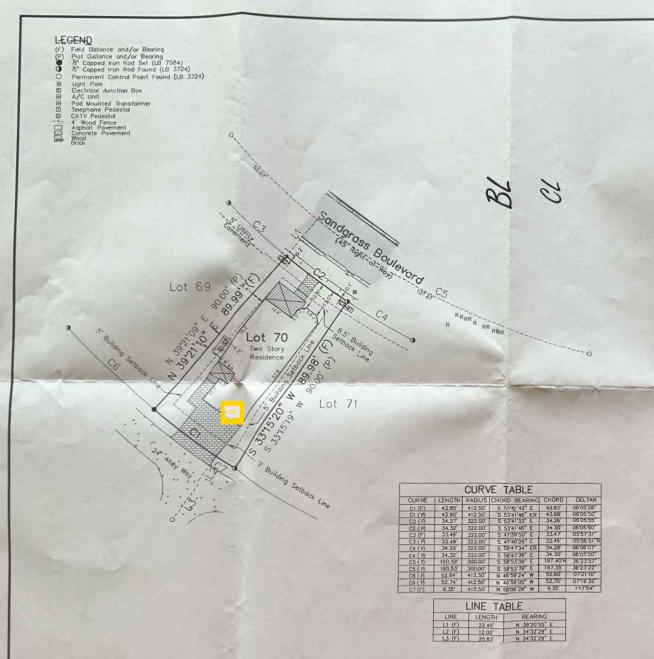
CERTIFICATION:

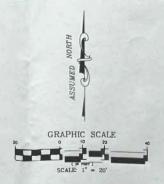
I, the undersigned being a Kensed Surveyor and Mapper in the State of Florida, do hereby certify that the Survey shown, to the best of my knowledge meets the requirements of the Minmum Technical Standards of the State of Fibrida (Dapter 5.117) Florida Administrative Code. Pursuant to Chapter 472 and Chapter 161 of the Florida Statuses except as noted.

Rondle J. Voelker, Jr. Florido Licensed ProfessionalpSurveyor and Mapper \$6628



Fax: 850 231.6305





SURVEYOR'S REPORT:

F E.MAR FLOOD INSURANCE RATE MAP NO. 12131C0703 G, DATED SEPTEMBER 29, 2010 INDICATES THAT THISR PROPERTY IS LOCATED IN "ZONE X", FLOOD ZONE(S) SCALED FROM THE AFOREMENTIONED FLOOD INSURANCER

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NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BER FOUND IN THE PUBLIC RECORDS OF THE COUNTY, PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

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THIS COMPANY AND ITS EMPLOYEES HAVE MADE NO ATTEMPT TO PHYSICALLY LOCATE UNDERGROUNDR FEATURES; SUCH AS FOOTINGS AND OTHER UNDERGROUND IMPROVEMENTSR

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ALL TIES TO PUBLIC LAND SURVEY SYSTEM MONUMENTS ARE PROPORTED, UNLESS OTHERWISE NOTEDR

BEARINGS BASED ON THE CENTERLINE OF SANDCRASS BOULEVARD BUING S 58'53'39" ER

REFERENCE MAPS:R

a. A PLAT OF NATUREWALK AT SEAGROVE REPLAT BY EMERALD COAST ASSOCIATES, INC.R

CERTIFIED TO: WILLIAM E. DAVIS AND WILMA R. DAVIS, REGIONS BANK d/b/o REGIONS MORTGAGE, CHICAGO TITLE INSURANCE COMPANY, CLARK, PARTINGTON, HART, LARRY, BOND & STACKHOUSE.

LEGAL DESCRIPTION:

LOT 70: NATUREWACK AT SERGROVE REPUAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE(S) 8. OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.

Voelker Surveying

110 Logan Lane, Suite 4 Phone 850.231.6300 Santa Rosa Beach, Florida 32459

Fax: 850 231,6305

LB 7584

A BOUNDARY SURVEY

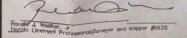
WILLIAM E. & WILMA R. DAVIS

Lot 70, NatureWalk at Seagrove Replat, Walton County, Florida

Drawn By: JMV Approved By: RV Job #: 6600 Field Date: 30 June 2015 Sheet 1 of V Field book: 332 Date: 1 July 2015 Scale: 1"=20"

CERTIFICATION:

I, the undersigned being a Icensed Surveyor and Mopper in the State of Florida, do hereby certify that the Survey shown, to the best of my knowledge meets the requirements of the Minimum Technical Standards of the State of the





Tab 8

NATUREWALK AT SEAGROVE

1085 & 1101 SANDGRASS BLVD REAR PROPERTY LINE REPORT

PREPARED BY: INNERLIGHT ENGINEERING CORPORATION



NATUREWALK AT SEAGROVE

1085 & 1101 SANDGRASS BLVD REAR PROPERTY LINE REPORT

PREPARED FOR:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT 120 RICHARD JACKSON BLVD PANAMA CITY BEACH, FL 33614

PREPARED BY:

INNERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550

NARI	RATIVE	
	INTRODUCTION	
	EXISTING CONDITIONS DISCUSSION	
TAB A	A SPECIFIC PURPOSE SURVEY	
SPEC	IFIC PURPOSE SURVEY	Α

1.0 INTRODUCTION

The purpose of this report is to provide a brief existing conditions discussion just west and along the rear of Lot 256 (1085 Sandgrass Boulevard) and Lot 257 (1101 Sandgrass Boulevard) within the Naturewalk at Seagrove neighborhood. According to District personnel, there is a concern related to the potential encroachments into District property as a result of recent lot construction activities for the aforementioned lots. The location of these lots are west of Sandgrass Boulevard, see location map below.



2.0 EXISTING CONDITIONS DISCUSSION

Innerlight Engineering conducted a site visit, collected existing conditions data and prepared specific purpose survey related to the existing conditions adjacent to the rear of Lots 256 and 257. A copy of the Specific Purpose Survey is included in Tab A. Based on the result of field observation and the survey, it appears that a small wood retaining wall with varying heights but generally one and a half feet high was recently placed and that fill dirt is existing behind (on the east side) of the wall. The existing wood retaining wall and associated fill (not within respective lots) appear to be within the limits of District Property. Please see a few photos below. There is also an aluminum fence located along the bottom of the small wood retaining wall.







3.0 CONCLUSION

Based upon site observations and the data collected from the Specific Purpose survey, it is Innerlight Engineering Corporations' professional opinion, that the existing small wood retaining wall, fill dirt and the aluminum fence are located within the limits of the Naturewalk Community Development Districts' property.

TAB A SPECIFIC PURPOSE SURVEY

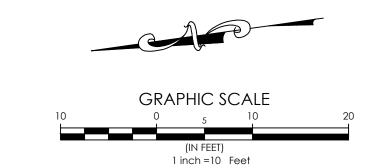
SPECIFIC PURPOSE SURVEY

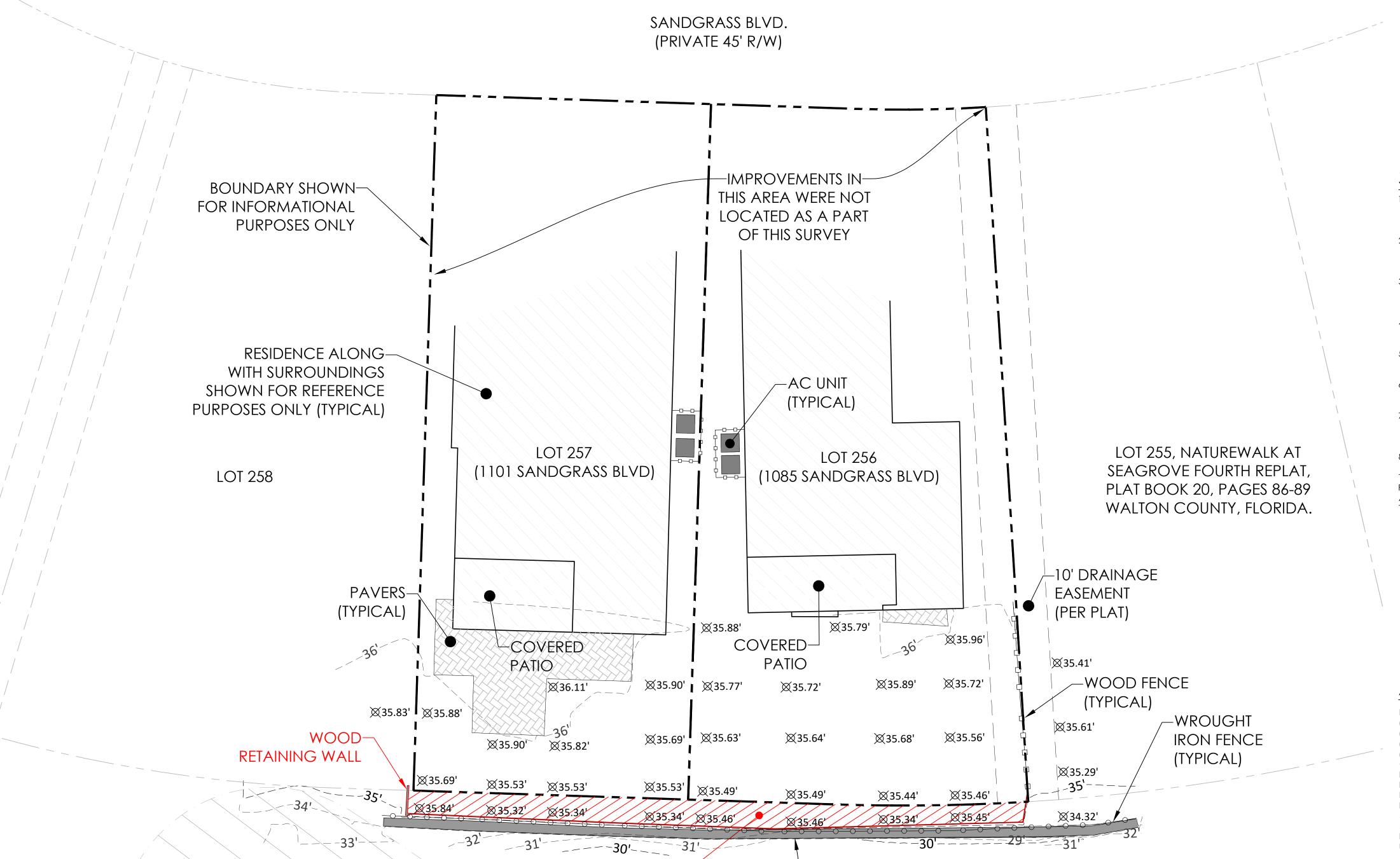
-STEEL SHEET PILE WALL

POND 23

WITH TIMBER BULKHEAD

LOCATED IN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 19 WEST WALTON COUNTY, FLORIDA





SURVEY NOTES

1. THIS MAP REPRESENTS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF LOCATING A NEWLY CONSTRUCTED RETAINING WALL ALONG WITH LIMITED TOPOGRAPHY. COMPLETION DATE OF FIELD SURVEY: DECEMBER 19, 2023, BY

2. SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE EXISTING MONUMENTATION

- 4. NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM FLORIDA
- 5. IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND
- 6. ADDITION OR DELETIONS TO THIS SURVEY DRAWING BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES
- 7. FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), FLOOD INSURANCE RATE MAP (F.I.R.M.) 12131C0703H. BEING PANEL 703 OF 738, EFFECTIVE DATE OF DECEMBER 30, 2020, INDICATES THAT THE SUBJECT PARCEL IS LOCATED IN ZONE "X". NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID F.I.R.M.
- 8. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THE SPECIFIC PURPOSE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472,027 OF

ABBREVIATIONS

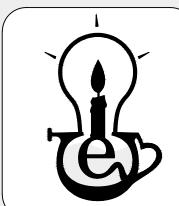
SURVEY LEGEND

BOUNDARY



LOTS

RECORD DATA DATE: 01.02.2024 REV. DATE: N/A DRAWN BY: DG REVIEWED BY: JS



SEAL

G.A.'JOSH' SMITH, P.S.M. FLORIDA REGISTRATION NO. 7186 FLORIDA LAND SURVEYING & MAPPING MIRAMAR BEACH, FL 32550

SHEET TITLE

SPECIFIC PURPOSE SURVEY

SHEET NUMBER

IDENTIFICATION OFFICIAL RECORDS RIGHT OF WAY LICENSE BUSINESS SANITARY SEWER MANHOLE STORM MANHOLE UNABLE TO DETERMINE ARMY CORPS OF ENGINEERS FLORIDA DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

WETLANDS

NATUREWALK CDD

PROPERTY (FILL DIRT)

25' WETLAND BUFFER

NATUREWALK COMMUNITY

DEVELOMPENT DISTRICT PROPERTY

NIBRIGATION | THE DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS PREPARED BY INNERLIGHT ENGINEERING COPYRIGHT.

NATUREWALK COMMUNITY

DEVELOMPENT DISTRICT PROPERTY

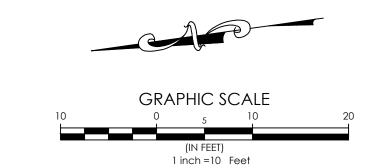
SPECIFIC PURPOSE SURVEY

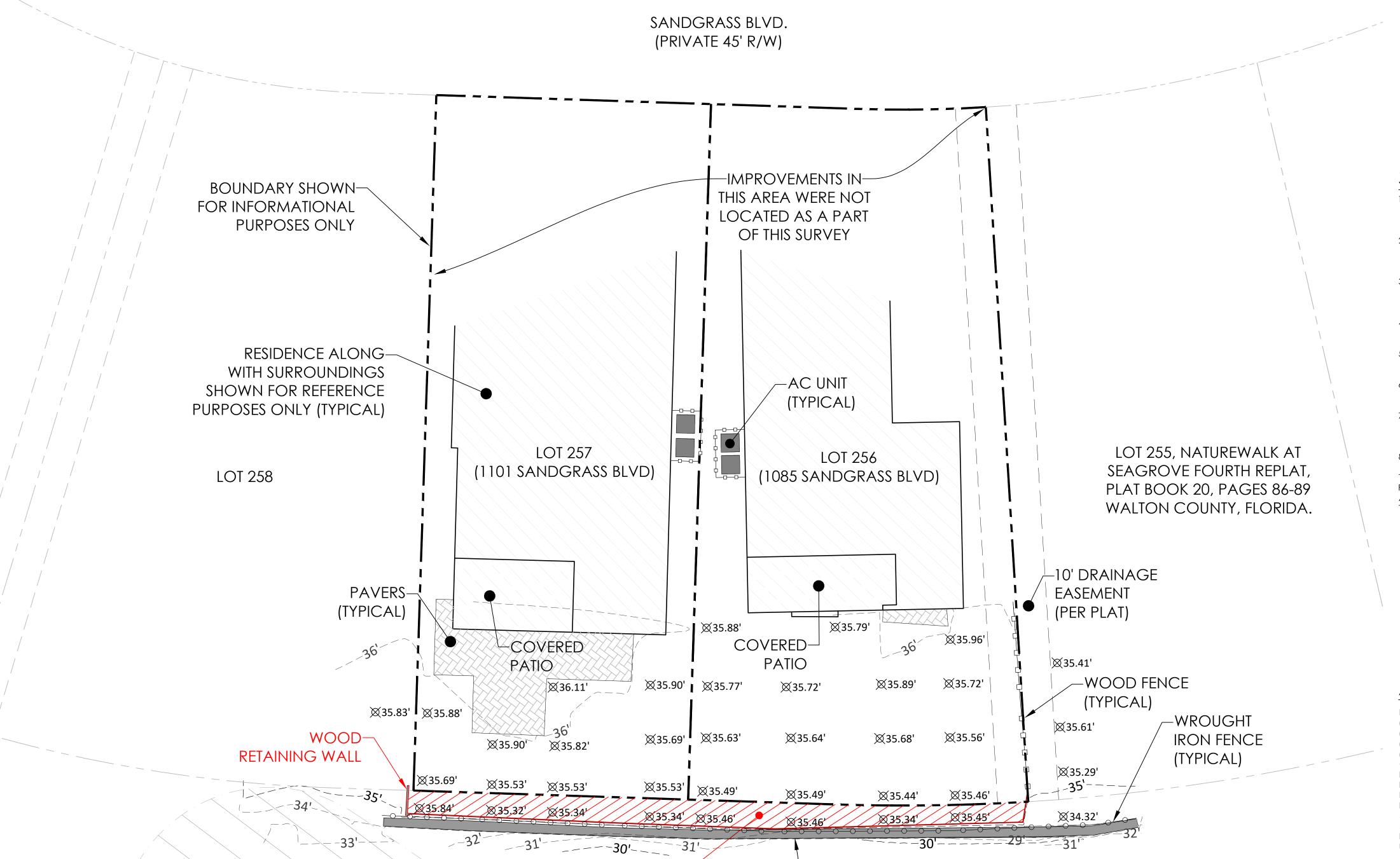
-STEEL SHEET PILE WALL

POND 23

WITH TIMBER BULKHEAD

LOCATED IN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 19 WEST WALTON COUNTY, FLORIDA





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2. SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE EXISTING MONUMENTATION

- 4. NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM FLORIDA
- 5. IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND
- 6. ADDITION OR DELETIONS TO THIS SURVEY DRAWING BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES
- 7. FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), FLOOD INSURANCE RATE MAP (F.I.R.M.) 12131C0703H. BEING PANEL 703 OF 738, EFFECTIVE DATE OF DECEMBER 30, 2020, INDICATES THAT THE SUBJECT PARCEL IS LOCATED IN ZONE "X". NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID F.I.R.M.
- 8. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

THE SPECIFIC PURPOSE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472,027 OF

ABBREVIATIONS

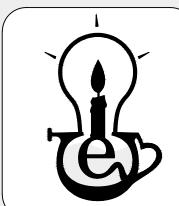
SURVEY LEGEND

BOUNDARY



LOTS

RECORD DATA DATE: 01.02.2024 REV. DATE: N/A DRAWN BY: DG REVIEWED BY: JS



SEAL

G.A.'JOSH' SMITH, P.S.M. FLORIDA REGISTRATION NO. 7186 FLORIDA LAND SURVEYING & MAPPING MIRAMAR BEACH, FL 32550

SHEET TITLE

SPECIFIC PURPOSE SURVEY

SHEET NUMBER

IDENTIFICATION OFFICIAL RECORDS RIGHT OF WAY LICENSE BUSINESS SANITARY SEWER MANHOLE STORM MANHOLE UNABLE TO DETERMINE ARMY CORPS OF ENGINEERS FLORIDA DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

WETLANDS

NATUREWALK CDD

PROPERTY (FILL DIRT)

25' WETLAND BUFFER

NATUREWALK COMMUNITY

DEVELOMPENT DISTRICT PROPERTY

NIBRIGATION | THE DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS PREPARED BY INNERLIGHT ENGINEERING COPYRIGHT.

NATUREWALK COMMUNITY

DEVELOMPENT DISTRICT PROPERTY

Tab 9

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NATUREWALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2023/2024, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 3, 2023, the Board of Supervisors ("Board") of Naturewalk Community Development District ("District"), adopted Resolution 2023-07 providing for the adoption of the District's Fiscal Year 2023/2024 annual budget ("Budget"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual and anticipated appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, Florida Statutes, and Section 3 of Resolution 2023-07 authorizes the Board to amend the Budget at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2023/2024.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget

for Naturewalk Community Development District for the fiscal year ending September 30, 2023, as amended and adopted by the Board of Supervisors effective January 11, 2024."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District, exclusive of collections costs, during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 952,014.00
TOTAL RESERVE FUND	\$ 75,000.00
DEBT SERVICE FUND(S)	\$ 411,259.14
TOTAL ALL FUNDS	\$1,438,273.14

- **3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2023-07, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2023-07 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- **4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - **5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of January, 2024.

ATTEST:	DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors	

Exhibit A

Amended Fiscal Year 2023/2024 Budget

Amended Budget NatureWalk Community Development District General Fund Fiscal Year 2023/2024

Chart of Accounts Classification	A 20	Proposed Amended 2023/2024 Budget	
REVENUES			
Special Assessments			
Tax Roll	\$	836,814	
	T		
Balance Forward from Prior Year	\$	115,200	
		,	
TOTAL REVENUES AND BALANCE FORWARD	\$	952,014	
		·	
EXPENDITURES - ADMINISTRATIVE			
Legislative			
Supervisor Fees	\$	12,000	
Legislative Subtotal	\$	12,000	
Financial & Administrative			
Accounting Services	\$	16,640	
Administrative Services	\$	9,360	
Arbitrage Rebate Calculation	\$	450	
Assessment Roll	\$	5,200	
Auditing Services	\$	6,800	
Disclosure Report	\$	5,000	
District Engineer	\$	30,000	
District Management	\$	27,300	
Dues, Licenses & Fees	\$	175	
Financial & Revenue Collections	\$	3,894	
Legal Advertising	\$	3,500	
Miscellaneous Administrative Fees	\$	5,000	
Public Officials Liability Insurance	\$	2,830	
Room Rentals	\$	1,500	
Supervisor Workers Comp Insurance	\$	850	
Trustees Fees	\$	7,000	
Website Hosting, Maintenance, Backup & Email	\$	6,000	
Financial & Administrative Subtotal	\$	131,499	

Amended Budget NatureWalk Community Development District General Fund Fiscal Year 2023/2024

Chart of Accounts Classification	A 20	Proposed Amended 2023/2024 Budget	
	\bot		
Legal Counsel	_		
District Counsel	\$	40,000	
Litigation / Mediation	\$	5,460	
Legal Counsel Subtotal	\$	45,460	
	$\dashv \overset{\blacktriangledown}{}$	40,400	
Administrative Subtotal	\$	188,959	
EXPENDITURES - FIELD OPERATIONS			
Electric Utility Services		0.1.000	
Utility - Electricity	\$	21,600	
Electric Utility Services Subtotal	\$	21,600	
Stormwater Control	+		
Aquatic Maintenance	\$	10,970	
Fountain Repairs	\$	1,000	
Stormwater Monitoring & Maintenance	\$	24,930	
Stormwater System Maintenance	\$	1,000	
Stormwater Control Subtotal	\$	37,900	
Other Physical Environment			
Fence Repairs	\$	33,933	
General Liability Insurance	\$	3,310	
Irrigation Repairs	\$	12,000	
Landscape - Mulch	\$	65,000	
Landscape Maintenance	\$	143,000	
Landscape Replacement, Plants, Shrubs, Trees	\$	56,855	
Pedestrian Path Lighting	\$	3,000	
Property Insurance	\$	63,026	
Tree Trimming Services	\$	4,000	
Other Physical Environment Subtotal	\$	384,124	

Amended Budget NatureWalk Community Development District General Fund Fiscal Year 2023/2024

Chart of Accounts Classification	A 2	Proposed Amended 2023/2024 Budget	
Road & Street Facilities			
Bridge Repair	\$	147,900	
Roadway Repair & Maintenance	\$	73,721	
Security Camera Equipment Lease	\$	5,000	
Sidewalk Maintenance & Repair	\$	20,000	
Street Light/Decorative Light Maintenance	\$	19,610	
Street Sign Repair & Replacement	\$	8,660	
Trail Path Maintenance	\$	15,000	
Road & Street Facilities Subtotal	\$	289,891	
Contingency			
Miscellaneous Contingency	\$	29,540	
Contingency Subtotal	\$	29,540	
Field Operations Subtotal	\$	763,055	
•	T	,	
TOTAL EXPENDITURES	\$	952,014	
EXCESS OF REVENUES OVER EXPENDITURES	\$	_	

Amended Budget NatureWalk Community Development District Reserve Fund Fiscal Year 2023/2024

Chart of Accounts Classification	Amended Budget for 2023/2024	
REVENUES		
Special Assessments		
Tax Roll*	\$ 75,000	
TOTAL REVENUES	\$ 75,000	
Balance Forward from Prior Year		
TOTAL REVENUES AND BALANCE	\$ 75,000	
EXPENDITURES		
Contingency		
Capital Reserves	\$ 75,000	
TOTAL EXPENDITURES	\$ 75,000	
EXCESS OF REVENUES OVER		
EXPENDITURES	\$ -	