



Highland Lakes Reserve

HLR Board of Directors Meeting
January 15, 2019
3:30pm at Just Rentals

Agenda

Call to Order

Review and Approve Minutes from 10/16/18

Review Financials

 Aging summary – Bottom's Up Outstanding invoice

Old Business

- Draft contract for Rapid Systems
- Fence bid

New Business

- Church line property
- Community garage sale date
- Set Annual Meeting Date

Adjourn





Highland Lakes Reserve

HLR Board of Directors Meeting
October 16, 2018
3:30pm at Marmer Construction

Minutes

Board Members Present: Marty Wohl, Bill Lanzisera, Dusty Johnson, Rebecca Benevides, Kevin Bock
CAMs Present: Linda Boring, Johanna Johnston

Call to Order Kevin called the meeting to order 3:35pm.

Review and Approve Minutes from 9/11/18 - Motion to approve the minutes by Dusty, Rebecca seconded. Motion passed unanimously.

Review Financials - Linda presented financials and aging summary. Rebecca motioned to send outstanding balances to legal for collection if not received by the end of October. Seconded by Dusty. Motion passed unanimously. Dusty motioned to approve financials, Rebecca seconded. Motion approved unanimously.

Old Business

- Internet update - The Association Attorney is going to negotiate with Rapid's attorney on finalizing the contract. Kevin, Marty and Bill will mark the best locations for the concrete poles and send to Rapid for confirmation.
- Vote on revised verbiage for ARC standards - Vote on revised verbiage for ARC Standards - Motion to approve the verbiage added to the ARC standards for fencing by Rebecca, seconded by Kevin. Motion approved unanimously.
 - Discuss exterior painting standards- Discuss exterior painting standards - There are currently no exterior painting standards in the ARC Standards. Rebecca will research wording. No action taken.
- 2019 Budget - There was discussion about reducing pond maintenance from 6 times/year to 4 times/year. The difference would move to capital expenditures. Dusty made a motion to approve the budget as amended seconded by Rebecca. Motion passed unanimously.

New Business – none

Meeting adjourned at 4:33.



Highland Lakes Reserve POA, Inc
Balance Sheet
As of December 31, 2018

| | Dec 31, 18 |
|--|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Cable Contingency | 460,418.39 |
| HLR POA-HNB Checking | 87,505.89 |
| Mid Florida Savings | 100.00 |
| Total Checking/Savings | 548,024.28 |
| Accounts Receivable | |
| Accounts Receivable | -2,262.82 |
| Total Accounts Receivable | -2,262.82 |
| Other Current Assets | |
| Due from Owners - Mowing Costs | -1,340.00 |
| Inventory Asset | |
| Gate Remotes | 418.91 |
| Total Inventory Asset | 418.91 |
| Undeposited Funds | 2,071.18 |
| Total Other Current Assets | 1,150.09 |
| Total Current Assets | 546,911.55 |
| Fixed Assets | |
| Improvements | 9,000.00 |
| Total Fixed Assets | 9,000.00 |
| TOTAL ASSETS | 555,911.55 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| Construction Bonds | 2,000.00 |
| Debris Deposits | 2,000.00 |
| Total Other Current Liabilities | 4,000.00 |
| Total Current Liabilities | 4,000.00 |
| Total Liabilities | 4,000.00 |
| Equity | |
| Opening Balance Equity | 200,000.00 |
| Reserves | -200,000.00 |
| Retained Earnings-Unappropriated | 262,411.27 |
| Net Income | 289,500.28 |
| Total Equity | 551,911.55 |
| TOTAL LIABILITIES & EQUITY | 555,911.55 |

Highland Lakes Reserve POA, Inc
Profit & Loss Budget Performance
January through December 2018

| | Jan - Dec 18 | Budget | Jan - Dec 18 | YTD Budget | Annual Budget |
|---|--------------|------------|--------------|------------|---------------|
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| Annual Dues | 256,693.06 | 237,000.00 | 256,693.06 | 237,000.00 | 237,000.00 |
| Distribution Settlement | 259,254.00 | | 259,254.00 | | |
| Interest Income | 1,204.88 | | 1,204.88 | | |
| Other Income | | | | | |
| Estoppel Fees | 1,050.00 | | 1,050.00 | | |
| Funds from 2017 | 0.00 | | 0.00 | | 55,000.00 |
| Plan and Specification Review | 6,000.00 | | 6,000.00 | | 3,000.00 |
| Other Income - Other | 3,878.30 | 0.00 | 3,878.30 | 0.00 | 0.00 |
| Total Other Income | 10,928.30 | 58,000.00 | 10,928.30 | 58,000.00 | 58,000.00 |
| Total Income | 528,080.24 | 295,000.00 | 528,080.24 | 295,000.00 | 295,000.00 |
| Gross Profit | 528,080.24 | 295,000.00 | 528,080.24 | 295,000.00 | 295,000.00 |
| Expense | | | | | |
| Administrative/ Management | | | | | |
| Annual Owners Meeting Expense | 8,663.40 | 7,800.00 | 8,663.40 | 7,800.00 | 7,800.00 |
| Annual Reports | 42.92 | 250.00 | 42.92 | 250.00 | 250.00 |
| Attorney Fees | 61.25 | 70.00 | 61.25 | 70.00 | 70.00 |
| Cable Infrastructure | 7,708.72 | 12,956.00 | 7,708.72 | 12,956.00 | 12,956.00 |
| Computer and Internet Expenses | 0.00 | 39,100.00 | 0.00 | 39,100.00 | 39,100.00 |
| Copy and Reproduction Costs | 869.31 | 600.00 | 869.31 | 600.00 | 600.00 |
| Insurance | 55.00 | 120.00 | 55.00 | 120.00 | 120.00 |
| Office Supplies | 2,616.83 | 3,000.00 | 2,616.83 | 3,000.00 | 3,000.00 |
| Postage and Delivery | 93.00 | 300.00 | 93.00 | 300.00 | 300.00 |
| Professional Fees | 177.31 | 250.00 | 177.31 | 250.00 | 250.00 |
| Repairs and Maintenance | 350.00 | 2,500.00 | 350.00 | 2,500.00 | 2,500.00 |
| Common Area Mowing | | | | | |
| Boat ramp/park | 9,600.00 | 9,600.00 | 9,600.00 | 9,600.00 | 9,600.00 |
| Entrances | 2,400.00 | | 2,400.00 | | |
| Ponds/Eagles Nest | 8,805.00 | 10,620.00 | 8,805.00 | 10,620.00 | 10,620.00 |
| Total Common Area Mowing | 20,805.00 | 20,220.00 | 20,805.00 | 20,220.00 | 20,220.00 |
| Entrance Gates | 5,922.00 | 5,000.00 | 5,922.00 | 5,000.00 | 5,000.00 |
| Entrance/Hwy 66/Maintenance | | | | | |
| Entry/Hwy 66 Repair and Replace | 16,000.00 | 15,000.00 | 16,000.00 | 15,000.00 | 15,000.00 |
| Tree Trimming | 1,155.00 | | 1,155.00 | | |
| Entrance/Hwy 66/Maintenance - Other | 37,845.00 | 10,200.00 | 37,845.00 | 10,200.00 | 10,200.00 |
| Total Entrance/Hwy 66/Maintenance | 55,000.00 | 25,200.00 | 55,000.00 | 25,200.00 | 25,200.00 |
| Entrance/Sparta/Maintenance | | | | | |
| Entry Sparta/Repair and Replace | 0.00 | 13,000.00 | 0.00 | 13,000.00 | 13,000.00 |
| Entry Sparta/Rd Sod | 86,176.00 | 84,134.00 | 86,176.00 | 84,134.00 | 84,134.00 |
| Entry Sparta/Repair and Replace - Other | | | | | |
| Total Entry Sparta/Repair and Replace | 86,176.00 | 97,134.00 | 86,176.00 | 97,134.00 | 97,134.00 |
| Spray/Fertilizer | 472.79 | | 472.79 | | |
| Tree Trimming | 2,345.00 | | 2,345.00 | | |
| Entrance/Sparta/Maintenance - Other | 22,332.65 | 18,600.00 | 22,332.65 | 18,600.00 | 18,600.00 |
| Total Entrance/Sparta/Maintenance | 111,326.44 | 115,734.00 | 111,326.44 | 115,734.00 | 115,734.00 |
| Fence Line Vegetation | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 | 1,400.00 |
| Landscaping/Irrigation | 296.55 | 0.00 | 296.55 | 0.00 | 0.00 |
| Lot Mowing | 0.00 | 2,500.00 | 0.00 | 2,500.00 | 2,500.00 |
| Pond Maintenance | 13,918.96 | 30,000.00 | 13,918.96 | 30,000.00 | 30,000.00 |
| Repairs Common Area | 1,633.48 | 12,000.00 | 1,633.48 | 12,000.00 | 12,000.00 |
| Total Repairs and Maintenance | 210,302.43 | 212,054.00 | 210,302.43 | 212,054.00 | 212,054.00 |

Highland Lakes Reserve POA, Inc
Profit & Loss Budget Performance
January through December 2018

| | Jan - Dec 18 | Budget | Jan - Dec 18 | YTD Budget | Annual Budget |
|-----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Supplies | 10.00 | 3,000.00 | 10.00 | 3,000.00 | 3,000.00 |
| Telephone Expense | 2,852.79 | 3,000.00 | 2,852.79 | 3,000.00 | 3,000.00 |
| Utilities | 4,777.00 | 6,000.00 | 4,777.00 | 6,000.00 | 6,000.00 |
| Total Expense | 238,579.96 | 291,000.00 | 238,579.96 | 291,000.00 | 291,000.00 |
| Net Ordinary Income | 289,500.28 | 4,000.00 | 289,500.28 | 4,000.00 | 4,000.00 |
| Other Income/Expense | | | | | |
| Other Expense | | | | | |
| CAPITAL IMPROVEMENTS | | | | | |
| Fence Replacement | 0.00 | 4,000.00 | 0.00 | 4,000.00 | 4,000.00 |
| Total CAPITAL IMPROVEMENTS | 0.00 | 4,000.00 | 0.00 | 4,000.00 | 4,000.00 |
| Total Other Expense | 0.00 | 4,000.00 | 0.00 | 4,000.00 | 4,000.00 |
| Net Other Income | 0.00 | -4,000.00 | 0.00 | -4,000.00 | -4,000.00 |
| Net Income | 289,500.28 | 0.00 | 289,500.28 | 0.00 | 0.00 |

Highland Lakes Reserve POA, Inc
A/R Aging Summary
As of December 31, 2018

| | Current | 1 - 30 | 31 - 60 | 61 - 90 | > 90 | TOTAL |
|---------------------------------|-------------|------------------|---------------|-----------------|----------------|-----------------|
| 024-Abderrahim McHatet | 0.00 | -1,500.00 | 0.00 | 0.00 | 0.00 | -1,500.00 |
| 048-Nunez, Miguel J | 0.00 | 0.00 | 0.00 | 0.00 | -80.00 | -80.00 |
| 051-Kennedy, Lori | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 058-Steve & Shelly Service | 0.00 | 75.00 | 0.00 | 0.00 | 0.00 | 75.00 |
| 060-Naidu, Rajgopaul and Angela | 0.00 | 0.00 | 0.00 | 0.00 | -30.00 | -30.00 |
| 076-Chai-Chang, Ronnie | 0.00 | 0.00 | 0.00 | 0.00 | -50.00 | -50.00 |
| 077-Chai-Chang, Ronnie | 0.00 | 0.00 | 0.00 | 0.00 | -50.00 | -50.00 |
| 081-Pester | 0.00 | 0.00 | 0.00 | 0.00 | -225.00 | -225.00 |
| 087- Florida Land Partners, LLC | 0.00 | 0.00 | 0.00 | 0.00 | -85.00 | -85.00 |
| 124-Owen, Ronald and Nancy | 0.00 | 0.00 | 0.00 | 0.00 | -100.00 | -100.00 |
| 138-Hoover, Sandra Baker | 0.00 | 0.00 | 0.00 | 0.00 | 306.94 | 306.94 |
| 141-Leo, Lisa Ann | 0.00 | 0.00 | 0.00 | 0.00 | -142.82 | -142.82 |
| 151-Moffatt, Timothy J | 0.00 | -20.00 | -20.00 | -20.00 | -115.00 | -175.00 |
| Bottoms Up Floor Covering | 0.00 | 0.00 | 0.00 | 4,555.61 | 0.00 | 4,555.61 |
| TOTAL | 0.00 | -1,445.00 | -20.00 | 4,535.61 | -570.88 | 2,499.73 |

Highland Lakes Reserve POA, Inc
A/R Aging Summary
As of January 15, 2019

| | Current | 1 - 30 | 31 - 60 | 61 - 90 | > 90 | TOTAL |
|------------------------------------|---------|----------|---------|---------|--------|----------|
| 001-Tkacz, Eduardo | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 011 - Todd | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 012-Hugo Cifuentes & Gloria Guerra | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 013-Denbleyker, Garrett | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 017-Johnson | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 018-Harris, Michael W | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 019 Thornton | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 020-Bishop | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 021-Webster, Myllion and Linda | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 022-Foster, Kathryn Carey | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 023-Lopez-Moreno, Armando | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 025-Green, Paul and Hortense | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 026-Cintron, Norberto and Mercy | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 027-Paul, Norma D | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 028-John, Nick | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 029-Hylton, Leonie | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 030-Houchin, Stephen and Pathy | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 031-Davis, Compton and Patricia | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 032-George & Mary Wheeler | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 033-Wang, Vivian and Tao, Yong X | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 034-Pester | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 037-Solis, Luis D | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 042 Glauber, Charles and Umbelina | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 043 - Milicevic | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 044-Campbell, Christopher & Linda | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 045-Elder, John and Laura | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 046-Collier, Keith | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 047-Collier, Keith | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 048-Nunez, Miguel J | 0.00 | 1,500.00 | 0.00 | 0.00 | -80.00 | 1,420.00 |
| 049-Leslie Bravo | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 051-Kennedy, Lori | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 052-Sepulveda, Gerardo H | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 053-Campbell, Craig | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 056-Finnie Robert and Cheryl | 0.00 | 1,444.00 | 0.00 | 0.00 | 0.00 | 1,444.00 |
| 057-Seeber, Robert & Stephanie | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 058-Walters/Smith | 0.00 | 70.00 | 0.00 | 0.00 | 0.00 | 70.00 |
| 061-Mescal, James T and Andrea M | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 062-Bell, Joseph and Laurie | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 064-Holderness, Ann & Fung, Selwyn | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 068-Campbell, Craig | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 070 - William & Morgan Davis | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 072-Zeledon, Jorge and Marta | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 073-Montenero | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 074 Graziani, Herman | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 075-Shirley, Thomas C and Laura P | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 076-Chai-Chang, Ronnie | 0.00 | 1,500.00 | 0.00 | 0.00 | -50.00 | 1,450.00 |
| 077-Chai-Chang, Ronnie | 0.00 | 1,500.00 | 0.00 | 0.00 | -50.00 | 1,450.00 |

Highland Lakes Reserve POA, Inc
A/R Aging Summary
 As of January 15, 2019

| | Current | 1 - 30 | 31 - 60 | 61 - 90 | > 90 | TOTAL |
|------------------------------------|---------|----------|---------|---------|---------|----------|
| 080-Lee, Winston et al | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 081-Pester | 0.00 | 1,500.00 | 0.00 | 0.00 | -225.00 | 1,275.00 |
| 082-Mancini, Corrado | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 083-King Sr, Thomas R | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 084-Meredith, Bill and Darla | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 085-Bharath, Chandra | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 086-Stone, Philip E and Ines | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 087- Florida Land Partners, LLC | 0.00 | 0.00 | 0.00 | 0.00 | -85.00 | -85.00 |
| 088-Regino III, Labra | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 089-Lee, Alfonso | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 091-King Sr, Thomas R | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 092-Castro, Jesus | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 093-Algarian-Rodriguez | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 094-Davis, Compton and Patricia | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 095-Davis, Compton and Patricia | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 097-DeRenzis, Joseph and Vicki | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 098-Golde, B.O. and Irene | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 099-Yazquez, Ulises and Nivia | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 100-Davis, Ronald | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 101-Leuenberger, Paul and Louann | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 103-Rodriguez, Rigoberto | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 104-Kirkley, CM and Jolie | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 105-Vazquez, Ulises and Nivia | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 106-Zaher, Zoher and Gloria | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 108-Pierre-Antonie, Michel | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 110-Anderson, Loy and Shatiezar | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 111-Rodriguez, Rigoberto | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 112-Sundar, Mike M and Joyce H | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 113-Day, Judy and Johnson, Faith | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 116-Salem, Sam | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 117-Wynn, Thomas | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 119-Hosrom, Michael | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 120-Groves, Don E and Virginia E | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 122-Slobodow, Michael and Debra | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 123-Backus, Leslie J | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 126-Alber, Patrick and Susan | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 127-Brinling, Timothy D & Jennifer | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 128-Herrndon, Patrick F | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 130-Holth, William | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 132-Matlin, Brian and Luz | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 134-Bambino, Timothy and Karey | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 135-Jared & Bonny Revell | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 137-Siracuse, Joan E | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 138-Hoover, Sandra Baker | 0.00 | 1,500.00 | 0.00 | 0.00 | 306.94 | 1,806.94 |
| 139-Progeny Corp | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 141-Lee, Lisa Ann | 0.00 | 1,500.00 | 0.00 | 0.00 | -142.82 | 1,357.18 |
| 144-Lowrey, Sally Bond | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |

Highland Lakes Reserve POA, Inc
A/R Aging Summary
As of January 15, 2019

| | Current | 1 - 30 | 31 - 60 | 61 - 90 | > 90 | TOTAL |
|------------------------------------|-------------|-------------------|-------------|-------------|-----------------|-------------------|
| 146-Clausen, Audrey | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 147-Yolanda Janna Revocable Living | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 148-Janna, Juan K | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 149-Staller, Jack and Lois | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 150-Nguyen, Joe and Tammy H | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 151-Moffatt, Timothy J | 0.00 | -20.00 | 0.00 | 0.00 | 0.00 | -20.00 |
| 152-Hamilton, Richard D and Jane E | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 155-Cavagnaro, Dennis | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 158-Davis, Compton and Patricia | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 160-Gavin, Lawrence R and Merita G | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 161-McCain, Gregory and Chen, Li | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 163-Vazquez, Federico & Kristian | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 165-McHatet, Abderrahim | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 166-Minnick, Cleveland & Edeltraud | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| Bottoms Up Floor Covering | 0.00 | 0.00 | 0.00 | 0.00 | 4,555.61 | 4,555.61 |
| TOTAL | 0.00 | 157,494.00 | 0.00 | 0.00 | 4,229.73 | 161,723.73 |

BROADBAND DEPLOYMENT AGREEMENT

THIS BROADBAND DEPLOYMENT AGREEMENT (the "Agreement") is made as of the _____ day of ~~November~~ _____ 2019~~8~~, by and between Rapid Systems, a Florida corporation, ~~whose mailing address is with its office~~ 1211 North Westshore Boulevard, #711, Tampa, FL 33607 ("Rapid Systems"), and Highland Lakes Reserve ~~Home Property Owners' Association, a Florida not-for-profit corporation, whose mailing address is located at 1000 Woodland Creek Trail~~ 807 US Highway 27 South, Sebring, Florida 33870~~5~~ ("HOA"), and collectively, the ("Parties").

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WHEREAS Rapid Systems is engaged in the business of deploying broadband internet access services using unlicensed wireless spectrum and associated services ("Services");

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WHEREAS the HOA is responsible for managing the Highland Lakes Reserve's community assets;

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WHEREAS the Parties wish to work together for the purpose of deploying broadband internet access services to ~~the~~ all residents of Highland Lakes Reserve ("Highland Lakes the Subdivision").

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NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

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1. Scope of Agreement

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Rapid Systems shall deploy, hold, and manage the wireless internet access infrastructure ("Internet Infrastructure") on an exclusive basis to residences and common areas within ~~Highland Lakes the Subdivision~~. Rapid Systems shall be responsible for developing, marketing, selling and providing a variety of services including: data center services, broadband internet, wireless services, voice services, and associated products and services (collectively referred to as the "Services") to ~~HLR, Highland Lakes Reserve the Subdivision,~~ and its residents. The Services will be provided to ~~HLR and the Highland Lakes Home Owner's Association~~ Subdivision's residents subject to the HOA's current rules and policies and as ~~they may change~~ be amended from time to time in the future.

2. Rapid Systems' Responsibilities

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1. Design and deploy the network infrastructure;
2. ~~Marketing, provisioning provide and billing~~ residents of the Subdivision directly for the telecommunications and data services;
3. ~~Management of~~ the network to provide centralized control for low voltage applications (security cameras, lighting, Smart Home applications, etc.);
4. ~~Management of~~ the regulatory requirements and compliance;
5. ~~Management of~~ third party vendors.

3. HOA's Responsibilities

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1. Assistance in recording easements with the Highland County Clerk's Office to protect Rapid Systems' access to ~~Highland Lakes' the Subdivision's common areas property~~ and associated rights of way in the event of a sale or encumbrance of Highland Lakes;
2. ~~Exclusive and~~ Provide cost-free access to all Highland Lakes' buildings, land, ducts, _____ conduit, utility easements, and land, including, but not limited to:
 - a. interior access to the common area buildings including equipment/telecommunications _____ rooms, data centers, interior hallways, and inside wiring;
 - b. all elements of common area building envelopes including roofs, facades, decking and _____ patio structures, exterior and interior courtyards, and foyers/lobbies.
3. Reimbursement to Rapid Systems for the purchase of Internet Infrastructure and supporting solar electric system in an amount not to exceed \$ _____; Such reimbursement obligation is conditioned upon all residents of the Subdivision having full access to the Services.

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4. Exclusivity

HOA shall provide all business opportunities using the Wireless and/or Fiber Infrastructure or relating to the Services to Rapid Systems. Rapid Systems shall maintain the right of first refusal for any such business opportunities. Failure to do so will constitute a breach of this Agreement. Notwithstanding the foregoing, nothing herein shall prohibit the HOA or any resident of the Subdivision from utilizing a provider other than Rapid Systems in the event Rapid Systems cannot provide the comparable service at the same price as the other provider.

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5. Term

This Agreement shall remain in full force and effect, for a period of Five (5) years from the date of this Agreement (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement shall be automatically renewed for successive periods of one year each (each, a "Renewal Term"), unless either Party gives written notice of termination to the other Party at least thirty (30) days prior to (but in no case more than sixty (60) days prior to) the expiration of the Initial Term or of any Renewal Term. At any time, this Agreement may also be terminated by mutual written consent of the Parties.

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6. Confidentiality

Any information pertaining to either Party's business to which the other Party is exposed as a result of the relationship contemplated by this Agreement shall be considered to be "Confidential Information." Neither Party may disclose any Confidential Information to any person or entity, except as required by law, without the express written consent of the affected Party.

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7. Further Actions

The Parties hereby agree to execute any further documents and to take any necessary actions to complete the purposes of this Agreement.

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8. Assignment

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Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party which shall not be unreasonably withheld. If an assignment is agreed to by either Party, the assignee of this Agreement shall be subject to all of its terms and conditions.

9. Governing Law and Venue

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles. Venue shall reside in the courts of Highlands County, Florida.

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10. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

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11. Severability

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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12. Notice

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

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If to Rapid Systems:

Copy to:

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, DC 20006

If to HOA:

Highland Lakes Reserve Manager
807 US Highway 27 South
Sebring, FL 33870

Copy to:

Thomas J. Wohl
Swaine, Harris & Wohl, P.A.
425 S. Commerce Avenue
Sebring, FL 33870

13. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

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14. Entire Agreement. This Agreement constitutes the entire agreement between First Party and Second Party, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Rapid Systems

HOA

Signature

Signature

Print Name

Print Name

Title

Title

Exhibit A

Current Pricing For Highland Lakes Reserves:

Prices are subject to change, for the pricing of Highland County see rapidsys.com

\$149 Install

Highland Lakes Reserve Home Owners' Association will be responsible for purchasing core infrastructure equipment.

Rapid Systems Inc. is responsible for maintenance of core infrastructure equipment.

Residents of Highland Lakes Reserve will be responsible for installation fees, monthly service rate, and all applicable fees, taxes, etc.

In addition to this agreement all users will be expected to adhere to our Acceptable Use Policy, Terms of Services, Privacy Policy, and Open Internet Policy. These are located on our website rapidsys.com.

Exhibit B
Location of Rapid Systems' Facilities