
MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of August 2015, by and between:

Channing Park Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, and with offices at 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 (“**District**”), and

Channing Park Property Owners Association, Inc., a Florida not-for-profit corporation, whose address is 2002 N. Lois Ave., Suite 507, Tampa, Florida 33607 (“**Association**”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Hillsborough County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, open areas, stormwater ponds, conservation areas, hardscape, landscape, irrigation, and other improvements; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Services, regardless whether such Services are conducted by the Association or the District; and

WHEREAS, Section 6.5 of the Declaration of Covenants, Conditions, Restrictions and Easements for Channing Park, which is recorded as Instrument No. 2007466761, Book 18223, Pages 972-1034 in the Public Records of Hillsborough County, Florida, further provides that “[t]he CDD may, at its option, contract for . . . maintenance [of property owned by, dedicated to, or controlled by the CDD], or allow the Association, as its agent, to perform . . . maintenance whether at the Association’s or the CDD’s expense;” and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full time on-site operation and maintenance personnel, the District and the Association previously entered into an agreement to provide for the Services; and

WHEREAS, more specifically, and on February 24, 2010, the parties previously entered into the *Revocable Easement Agreement By and Between Channing Park Community Development District and Channing Park Property Association, Inc.*, which is recorded as Instrument # 2010076137, Book 19751, Page 1075 in the Official Records of Hillsborough County, Florida, and which was amended by virtue of that *Amendment to Revocable Easement Agreement By and Between Channing Park Community Development District and Channing Park Property Owners Association, Inc.*, which is recorded as Instrument # 2011238218, Book 20619, Page 594 in the Official Records of Hillsborough County, Florida (together, “**Original Easement Agreement**”); and

WHEREAS, the District and Association desire to expand the scope of services previously covered by the Original Easement Agreement to include all of the services (“**Services**”) set forth in **Exhibit A** attached hereto, and across the lands (including all CDD owned lands) (“**Property**”) identified in **Exhibit B**; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **GRANT OF EASEMENT; ORIGINAL EASEMENT AGREEMENT SUPERSEDED.** District hereby grants to the Association a revocable, non-exclusive easement over, upon, under, through, and across the Property for the sole purpose of providing the Services described in **Exhibit A**. The Association will not install any permanent improvements on the Property without prior written permission of the District. The Original Easement Agreement is hereby superseded by this Agreement and no longer in force or effect.

3. **SCOPE OF SERVICES.**

- A. **Services.** Association shall be responsible for providing, or causing to be provided, the Services in an efficient, lawful and satisfactory manner. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Services. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Services.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Services. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Services. The District hereby designates the District Manager to act as its representative.
- I. **Reports.** The Association agrees to meet with the District representative no less than one time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

4. **ASSIGNMENT OF STREET LIGHT AGREEMENT; FUNDING.** As noted in Exhibit A, the Association shall, by separate instrument, accept an assignment ("**Street Light Assignment**") of that certain agreement, known as the *Bright Choices Outdoor Lighting Agreement* with Tampa Electric Company and dated January 29, 2009. Further, the District and the Association acknowledge that the Association does not yet have funding to pay for street light maintenance, given that its budget year does not begin until January 1st,¹ and that the District is already collecting for such services through September 30, 2016. Accordingly, the District and the Association agree to effect the Street Light Assignment prior to September 30, 2016,² and, when the Street Light Assignment is effective, the District agrees to transfer any funds collected for street light services (i.e., funds collected for the District's Fiscal Year 2016) to the Association and the Association agrees to use such funds solely for the purpose of making payment under the *Bright Choices Outdoor Lighting Agreement*. Thereafter, the Association would be responsible for funding any Services relating to street lighting.

5. **COMPENSATION.** The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

6. **TERM.** This Agreement commences on the date first written above and continues through September 30, 2015. This Agreement shall automatically renew for additional one (1) year periods unless and until terminated pursuant to its terms.

7. **INSURANCE.** The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

¹ The Association has previously budgeted for all other Services required to be provided under this Agreement.

² The Association and the District both hope to accomplish the assignment with Tampa Electric Company to be effective January 1, 2016.

- B. Commercial General Liability Insurance covering legal liability, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Association and the District, and their respective staff, consultants, agents and supervisors, shall be named as additional insureds on each of the above policies (except with respect to the Worker's Compensation Insurance policy). No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Association fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

In the event that the Association does not directly provide the insurance required by this section by obtaining a policy in the Association's name but instead causes another entity ("**Third Party Insurer**") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this section; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Agreement; and that the Third Party Insurer, as a contractor, shall indemnify, defend and hold harmless the District pursuant to Section 7. The Association shall provide proof of insurance upon request by the District.

8. **INDEMNIFICATION.** Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include, but not be limited

to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** 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.

10. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

11. **LIENS AND CLAIMS.** The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

12. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

15. **TERMINATION.**

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of such a termination, the Association shall be required to provide the District with sufficient funds to provide for the Services for a period of one hundred twenty (120) days.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Services contemplated by this Agreement for a period of one hundred twenty (120) days.
- D. Regardless of which party terminates this Agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Services hereunder including warranty documentation.

16. **PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

17. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any State or Federal laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

19. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

20. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Association 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.

21. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

22. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

23. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

24. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, as follows:

- A. If to the District:** Channing Park
Community Development District
3434 Colwell Drive, Suite 200
Tampa, Florida 33614
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel
- B. If to the Association:** Channing Park Property Owners
Association, Inc.
2002 N. Lois Ave., Suite 507
Tampa, Florida 33607
Attn: Property Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change

in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

25. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

26. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

27. **PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

28. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

29. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

30. **COUNTERPARTS.** 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:


**CHANNING PARK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman, Board of Supervisors

**CHANNING PARK PROPERTY
OWNERS ASSOCIATION, INC.**


(Signature of Witness)

By: 
Its: PRESIDENT


(Print Name of Witness)

- EXHIBIT A:** Scope of Services
- EXHIBIT B:** Property Description & Maintenance Maps

SCOPE OF SERVICES

LANDSCAPE MAINTENANCE PROGRAM

The District desires that the Association, through its contractor(s), provide the following landscape maintenance services:

- **Mowing:** Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean and uncluttered appearance at least 27 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided bi-weekly during the growing season, April through October, and every month during the non-growing season or as needed November through March.
- **Turf Trimming:** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.
- **Edging:** All turf edges of walks and curbs shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
- **Pruning:** All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 10 times per calendar year to ensure the following:
 - Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and hinders pedestrian or motor traffic.
 - Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
 - The removal of dead, diseased or injured branches and palms will be performed as needed.
 - Ground covers and vines maintain a neat, uniform appearance.
- **Weeding:** Weeds will be removed from all plant, tree and flower beds once a month during the non-growing season and twice a month during the growing season (18 times per year). Manual (hand pulling) and chemical (herbicides) will be used as control methods.
- **Additional Services:** The following additional services shall be provided on a quarterly basis:
 - Mulch all planting beds with pine bark or shredded mulch.
 - Palm pruning (trees over 10 feet).
 - Plant annual flowers.

AQUATIC MAINTENANCE PROGRAM

The District desires that the Association, through its contractor(s), provide lake/pond management services to the specifications further defined below, and in order to ensure compliance

with the applicable regulatory permits, of which the Association agrees and acknowledges that it has received and reviewed:

- **Contract Services**
 - Aquatic Consulting
 - Algae & Aquatic Weed Control
 - Floating Vegetation Control
 - Littoral Shelf Maintenance (non-native vegetation to be killed and left in place)
 - Perimeter Grass & Weed Control
 - Submersed Vegetation Control
 - Management Reporting
 - Triploid Grass Carp stocking (at the request of the District, subject to the required approval of the Fish & Wildlife Conservation Commission)
 - Biological control agent permit applications (triploid grass carp, mosquito fish)
 - Maintain display fountains and aeration systems
 - Trash removal from the water when noted during routine inspections and service
 - Where necessary to complete contract services, Association will use boats to reach difficult to reach areas of ponds/lakes at no additional service cost

- Association will inspect the service areas one (1) time per month or perform a total of 12 (twelve) onsite inspections per year. If in the instance that a particular pond(s) require additional servicing, Association shall be prepared to meet those requirements with necessary visits. Treatment will be applied as necessary or applicable to the service areas. Bum rings at any pond bank are prohibited.

- Monthly reports that contain current photographs of each pond along with a pond status will be required to be submitted to the District no later than the end of the second week of each month.

CONSERVATION AREA MAINTENANCE PROGRAM

No maintenance is required in these areas.

STREET LIGHT MAINTENANCE PROGRAM

The Association shall, by separate instrument, provide street lighting services by virtue of accepting an assignment of that certain agreement with *Bright Choices Outdoor Lighting Agreement* with Tampa Electric Company and dated January 29, 2009.

PROPERTY DESCRIPTION & MAINTENANCE MAP

Tracts A1, B1, B2, B6 thru B13, and L1 and L2, Channing Park, according to Plat Book 115, Page 9 et seq., of the Public Records of Hillsborough County, Florida, as amended by that plat known as Channing Park, 50-foot Single Family Lots recorded at Plat Book 118, Page 255 et seq., of the Public Records of Hillsborough County, Florida.

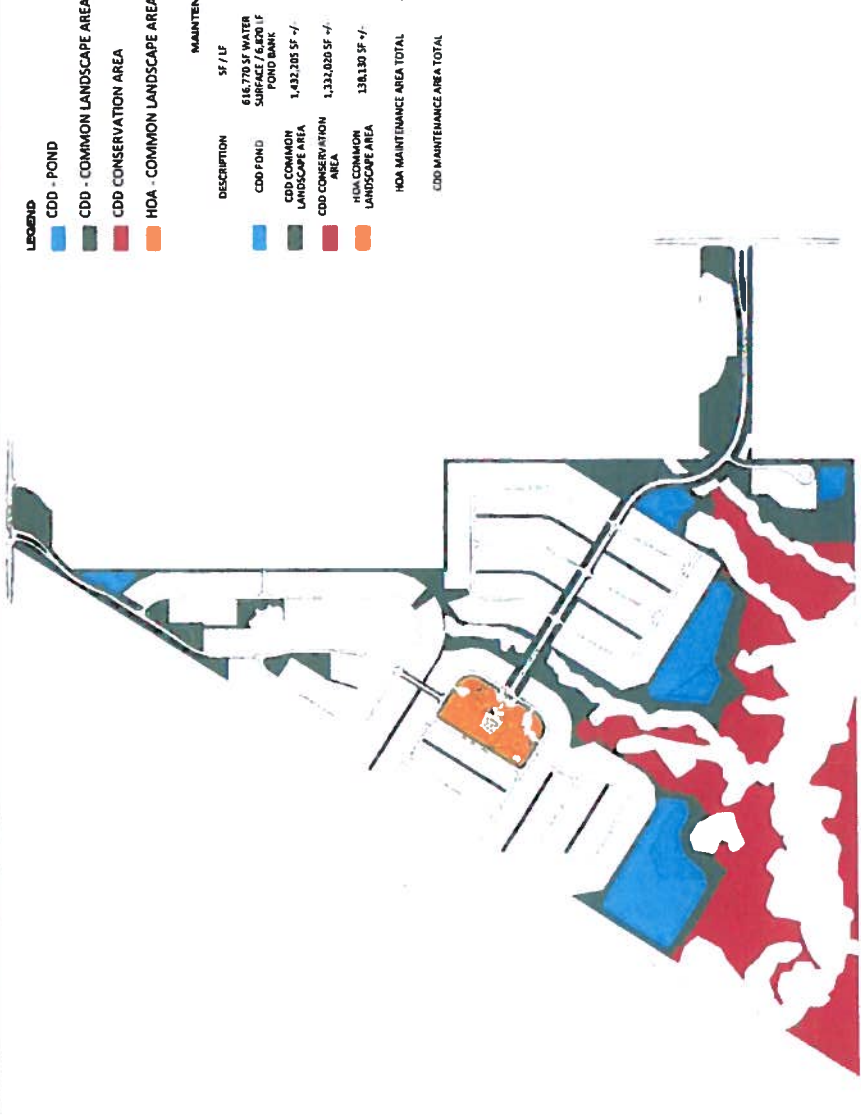
Those drainage easements described in Section 6. of the Dedications described in the plat known as Channing Park and recorded at Plat Book 115, Page 9 et seq., of the Public Records of Hillsborough County, Florida, as amended by that plat known as Channing Park, 50-foot Single Family Lots recorded at Plat Book 118, Page 255 et seq., of the Public Records of Hillsborough County, Florida.

For the Street Light Maintenance Program, that certain utility easement described in Section 5. of the Dedications described in the plat known as Channing Park and recorded at Plat Book 115, Page 9 et seq., of the Public Records of Hillsborough County, Florida, as amended by that plat known as Channing Park, 50-foot Single Family Lots recorded at Plat Book 118, Page 255 et seq., of the Public Records of Hillsborough County, Florida.

Channing Park

Common Area Ownership & Maintenance Map

CONTRACT NO. 19-0000-0001
 PROJECT NO. 19-0000-0001
 DATE 02/27/2019
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



LEGEND

- CDD - POND
- CDD - COMMON LANDSCAPE AREA
- CDD CONSERVATION AREA
- HOA - COMMON LANDSCAPE AREA

DESCRIPTION	SF / LF	OWNER	MAINTENANCE
CDD POND	616,770 SF WATER SURFACE / 6,820 LF POND BANK	CDD	HOA
CDD COMMON LANDSCAPE AREA	1,432,205 SF +/-	CDD	HOA
CDD CONSERVATION AREA	1,334,020 SF +/-	CDD	N/A
HOA COMMON LANDSCAPE AREA	138,130 SF +/-	HOA	HOA
HOA MAINTENANCE AREA TOTAL			1,570,335 SF +/- COMMON LANDSCAPE AREA + 616,770 SF POND + 6,820 LF POND BANK
CDD MAINTENANCE AREA TOTAL			0

Channing Park CDD

CLEARVIEW LAND DESIGN P.L.
 17999 17th Street, CA, No. 205
 92116, San Diego, CA, 92116
 Phone: 619-444-2222
 Fax: 619-444-2223