

Prepared by and return to:
James R. De Furio
James R. De Furio, P.A.
201 E. Kennedy Blvd. Suite 775
Tampa, FL 33602

INSTRUMENT#: 2009328846, O BK 19496
PG 699-708 10/05/2009 at 08:39:44 AM,
DEPUTY CLERK: LPERTUIS Pat Frank, Clerk
of the Circuit Court Hillsborough County

THIRD AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT TO COMMERCIAL LEASE (the "Amendment") is made and entered into this 5 day of AUGUST, 2009, by and between Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not-for-profit corporation ("Lessor"), whose address is c/o Greenacre Properties, Inc., 4131 Gunn Hwy., Tampa, Fl 33618 and Heritage Harbor Community Development District ("Lessee"), a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, whose address is c/o Severn Trent Services, 8875 Hidden River Pkwy, Ste 270, Tampa, Florida 33643.

RECITALS

A. Lessor and Lessee have entered into that certain Commercial Lease dated June 26, 2003 (the "Lease") and later amended (the "First Amendment") with respect to certain premises located at 19502 Heritage Harbor Parkway, Lutz, Florida.

B. The Lease is recorded at OR Book 12817, Page 1828, and the First Amendment is recorded at OR Book 12868, Page 1418 all of the public records of Hillsborough County, Florida. The Second Amendment is unrecorded.

C. The Lessor and Lessee desire to incorporate into the Lease a revised Exhibit C which sets forth the breakdown of expenses and reserves between the Lessor and the Lessee with respect to the property.

Therefore, for the consideration described above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment, and the Lease, the First Amendment and the Second Amendment, this Third Amendment shall control. Whenever possible, the Lease, the First Amendment, Second Amendment, and this

Third Amendment shall be construed as a single document. Except as modified hereby, the Lease, the First Amendment, and the Second Amendment shall remain in full force and effect.

3. Amendment to Exhibit C. Exhibit C to the Lease is hereby deleted in its entirety; Exhibit 1 attached to the First Amendment is deleted in its entirety, and they are replaced by Exhibit 1 attached hereto.

4. Governing Law. The Lease, the First Amendment, Second Amendment, and this Third Amendment shall be governed and construed in accordance with the internal laws of the State of Florida.

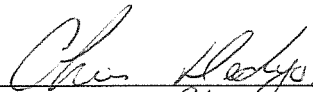
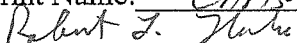
5. Entire Agreement. The Lease, the First Amendment, the Second Amendment, and this Third Amendment contain the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified or changed in any way except in writing signed by both parties.

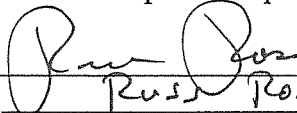
IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to Lease to be executed as required by law on this, the day and year first above written.

WITNESSES:

LESSOR:


HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC.,
A Florida not-for-profit corporation

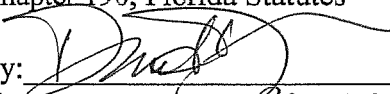

Print Name: Chris Dedys

Print Name: Robert L. Flohr

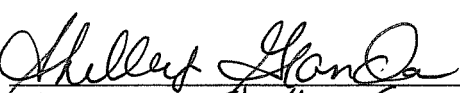
By: 
Name: Russ Rossi - HOA President
Title: President HOA

LESSEE:

HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes

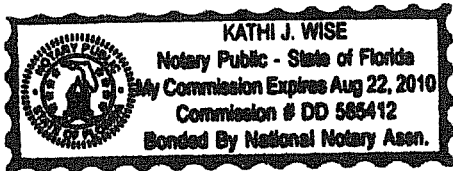

Print Name: Richard Gordon

By: 
Name: DAVID PENZER
Title: CHAIRMAN


Print Name: Shelley Grandin

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 5th day of August, 2009, by Russ Rossi as President of Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.



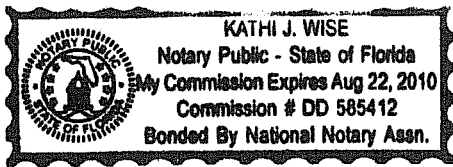
Kathi J. Wise
Signature of Notary Public - State of Florida

KATHI J. WISE
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 5th day of August, 2009, by David Penzer as Chairman of Heritage Harbor Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, on behalf of the corporation.



Kathi J. Wise
Signature of Notary Public - State of Florida

KATHI J. WISE
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Exhibit 1

Final Agreement on Allocations
Approved by
The CDD Board on 1/21/2009

Prepared by Betty Thielemann, 1/22/2009

HOA/CDD

A/C Maintenance	54/46
Alarm	58/42
Building Maintenance	50/50
Cleaning Service	58/42
Computer Support	50/50
Community Newsletter	100% HOA
Copy/Fax machine	50/50
Decorating	100% HOA
Electricity	54/46
Equipment Purchase	0/0
Equipment Repair	0/0
Fire Alarm	35/65
Insurance	35/65
Janitorial supplies	50/50
Management Fee	35/65
Music/cable	50/50
Office supplies	0/0
Administrative Asst	100% HOA
Director of Operations	100% CDD
Maintenance	100% HOA/50% bill back for Clubhouse facilities/100% bill back for CDD common areas
Janitorial	50% bill back for maintenance/janitorial on Common Area Clubhouse /100% bill back for CDD Common Areas
Payroll taxes/fees/ins	100% HOA
Pest Control	50/50
Postage	50/50 Review use of postage meter
Telephone	33/66
Trash	15/85
Water and sewer	38/62
Website	33/33/33

Note: An invoice that is specific to an area of operation (Club or CDD) will be charged 100% to its respective area, regardless of whether or not the charge falls under one of the shared cost line items. Only invoices that are truly shared expenses will be shared between the operations.

A more detailed explanation of each of the above allocations is attached hereto.

1/27/09 *DD*

ALLOCATIONS

A/C MAINTENANCE 54/46	ANNUAL CONTRACT FOR PREVENTATIVE MAINTENANCE OF THE AC NO NEED TO RE-ALLOCATE
ADVERTISING/HELP WANTED 100% HOA <i>Agreed</i>	SHOULD ONLY BE SHARED FOR EMPLOYEES WHOSE SALARIES ARE SHARED BETWEEN HOA AND CDD. ALREADY BEING DONE THIS WAY.
ALARM 54/46 58/42 <i>Agreed</i>	ANNUAL CONTRACT FOR MONITORING THE ALARM SYSTEM NO NEED TO RE-ALLOCATE AFTER FURTHER REVIEW PREVIOUS ALLOCATION IS INCORRECT. % INCLUDED THE PRO SHOP PRO SHOP IS SEPARATELY METERED. NEW ALLOCATION REFLECTS SF OF RESTAURANT (4407) AND CLUBHOUSE (6066)
BUILDING MAINTENANCE 50/50 <i>Discuss at CDD Meeting re: Reserve Study</i>	COST FOR MAINTENANCE OF CLUB BUILDING AND AC SYSTEM **REPLACEMENTS HAVE BEEN PASSED THROUGH TO THE HOA AT 100% AND THEY SHOULD BE 50/50 PER THE LEASE. IN 7.1 OF LEASE: "REPAIRS AND MAINTENANCE SHALL INCLUDE PERIODIC REPLACEMENT OF THE SYSTEM OR EQUIPMENT NECESSARY TO CONTINUE DELIVERY OF SERVICES TO LESSEE AS PART OF "OPERATING COSTS."
CLEANING SERVICE 58/42 <i>Will keep for future Boards</i>	NO LONGER HAVE CLEANING SERVICE. WE HAVE EMPLOYED A JANITOR. THIS EXPENSE IS NOW SHARED 50/50 UNDER PAYROLL. SHOULD BE DELETED FROM EXHIBIT
COMPUTER SUPPORT 50/50 <i>Agreed 50-50 on Server Issues Invoice Specific</i>	THIS IS THE ESTIMATED COST OF TECHNICAL SERVICES FOR COMPUTER SYSTEM. NO NEED TO RE-ALLOCATE ONLY TIME ITS SPLIT IS IF THERE IS A SERVER ISSUE OTHERWISE INVOICES ARE BILLED TO A SPECIFIC AREA.
COMMUNITY NEWSLETTER HOA 100% <i>Will keep for future Boards</i>	THIS IS NOT A SHARED EXPENSE AND SHOULD NOT BE ON EXHIBIT.
CONTINGENCY FUND 100% CDD <i>Agreed to Remove</i>	DEFINED AS UNANTICIPATED EXPENSES SHOULD NOT BE ON EXHIBIT
COPY/FAX MACHINE LEASE 50/50 <i>Agreed</i>	COSTS TO LEASE FAX AND COPY MACHINES. NO NEED TO RE-ALLOCATE *SYSTEM WILL BE SET UP TO BILL HOA/CDD ON COPY USAGE
DECORATING 100% HOA <i>Clarify that this is for common areas</i>	COST FOR DECORATING THE CLUB FOR HOLIDAYS AND SPECIAL EVENTS FOR THE HOMEOWNERS
DEPRECIATION 100% CDD <i>Agreed to change & remove</i>	SHOULD BE CHANGED TO 100% HOA TAKE OFF EXHIBIT
ELECTRICITY 54/46	INVOICES ARE ALREADY BILLED ACCORDING TO HOA/CDD SPACE. THOSE INVOICES WITH SHARED SPACE ARE SPLIT 54/46. NO NEED TO RE-ALLOCATE

DD

ALLOCATIONS

| Agreed

2

ALLOCATIONS

<p>EMPLOYEE NEW HIRE 100% HOA <i>Agreed to Remove</i></p>	<p>SHOULD NOT BE ON EXHIBIT. HOA DOES NOT EVEN HAVE A LINE ITEM IN BUDGET FOR THIS.</p>
<p>EXERCISE ROOM EQUIPMENT REPAIR 100% HOA <i>Agreed to Remove</i></p>	<p>REPAIR EXPENSES FOR HOA EXERCISE EQUIPMENT NO NEED TO RE-ALLOCATE SHOULD NOT BE ON EXHIBIT</p>
<p>EQUIPMENT PURCHASE 100% HOA <i>Agreed to be listed as 0/0 with an asterisk that says 'unless it is a capital expenditure which falls under the reserve study'</i></p>	<p>DEFINED IN BUDGETS AS THE COST TO PURCHASE "MISCELLANEOUS" SMALL EQUIPMENT FOR HOA FACILITIES AND OFFICE. NO \$ WAS BUDGETED FOR THIS LINE ITEM IN ANY HOA BUDGET. KITCHEN EQUIPMENT AND SUPPLIES HAVE BEEN PASSED THROUGH TO THE HOA UNDER THIS CATEGORY. THE HOA DOES NOT BELIEVE THESE SHOULD BE PASSED THROUGH TO THE HOME-OWNERS BASED ON THE FOLLOWING: SEC 8.2 "LESSEE SHALL, AT ITS OWN EXPENSE, SERVICE KEEP AND MAINTAIN THE INTERIOR OF THE PREMISES, INCLUDING ALL PLUMBING, WIRING, PIPING, FIXTURES AND EQUIPMENT ON THE INTERIOR OF THE PREMISES... IN GOOD AND SUBSTANTIAL REPAIR DURING THE ENTIRE TERM OF THIS LEASE. LESSEE IS RESPONSIBLE FOR REPAIRING, MAINTAINING, AND/OR REPLACING LIGHT BULBS, FLORESCENT TUBES, PLUMBING, INTERIOR WALLS, AND FINISH WORK, CEILINGS, TRUCK DELIVERY AREAS AND APPLIANCES LYING WITHIN THE PERIMETRICAL BOUNDARIES OF THE PREMISES... LESSEE SHALL PROVIDE, AT ITS OWN EXPENSE, ALL OTHER SERVICE AND SUPPLIES NECESSARY TO MAINTAIN OR REPAIR PREMISES... FURTHERMORE, THE RESTAURANT RESERVE STUDY INDICATES THAT A PORTION OF THE CDD RESERVE MONEY IS ALLOCATED FOR KITCHEN/LOUNGE EQUIPMENT. ALL OTHER NON-CAPITAL EXPENDITURES FOR SMALL EQUIPMENT OR SUPPLIES SHOULD COME OUT OF THE RESTAURANT OPERATING BUDGET.</p>
<p>EQUIPMENT RENTAL 50/50 <i>Agreed to Remove</i></p>	<p>SHOULD NOT BE ON EXHIBIT. REPLACEMENTS SHOULD BE CHARGED 100% TO SPECIFIC AREA BUDGETED FOR RENTAL OF WATER CONDITIONING EQUIPMENT SHOULD NOT BE ON EXHIBIT.</p>
<p>EQUIPMENT REPAIR 100% HOA <i>Agreed to be listed as 0/0 with an asterisk that says 'unless it is a capital expenditure which falls under the reserve study'</i></p>	<p>REPAIR EXPENSES FOR HOA EQUIPMENT SHOULD NOT BE ON EXHIBIT. PER NOTE AT BOTTOM, ANY INVOICE SPECIFIC TO AN AREA OF OPERATION (CLUB OR CDD) SHOULD BE CHARGED 100% TO ITS RESPECTIVE AREA.</p>
<p>FIRE ALARM 50/50 35/65 <i>Agreed</i></p>	<p>COVERS THE COST OF ANNUAL INSPECTION OF THE FIRE AND EMERGENCY ALARM SYSTEM. NO NEED TO RE-ALLOCATE AFTER FURTHER REVIEW PREVIOUS ALLOCATION IS INCORRECT. % SHOULD BE BASED ON SF. OF ENTIRE BUILDING. COST OF CONTRACT IS BASED ON ENTIRE SPRINKLER SYSTEM AND FIRE EXTINGUISHERS THROUGHOUT THE ENTIRE BLDG.</p>
<p>INSURANCE 35/65 <i>Need professional advice. To ask John We need the most cost effective way where all parties are protected</i></p>	<p>COST FOR INSURANCE POLICIES TO COVER PROPERTY AND LIABILITY INSURANCE ALSO INCLUDED IN LEASE AS PART OF OPERATING COSTS. CURRENT HOA & CDD POLICIES HAVE LIABILITY INS. SPLIT. IF POLICIES CHANGE AND HOA HAS SEPARATE LIABILITY INS. THEN CDD IS RESPONSIBLE FOR 65% OF HOA LIABILITY INS. FOR THE CLUBHOUSE BUILDING.</p>

ALLOCATIONS

<p>JANITORIAL SUPPLIES 100% HOA <i>Agreed 50-50</i></p>	<p>COST OF CLEANING SUPPLIES AND PAPER PRODUCTS. HOA BELIEVES THIS COST SHOULD BE SPLIT 50/50 JUST AS THE JANITORIAL EMPLOYMENT EXPENSE. MOST OF THIS EXPENSE IS FOR TOILET PAPER AND PAPER TOWELS IN THE BATHROOMS THAT RESTAURANT AND FUNCTION PATRONS USE AS WELL AS GOLFERS AND FOR THE POOL BATHROOMS.</p>
<p>MANAGEMENT FEE 25/75 <i>Change, on paper, to 35/65 of Clubhouse Square feet</i></p>	<p>SHOULD NOT BE ON EXHIBIT. NO LONGER HAVE S & S AFTER FURTHER REVIEW OF THE LEASE, CDD IS RESPONSIBLE FOR ITS PRO-RATA SHARE OF MGMT FEE FOR THE MGMT OF THE CLUBHOUSE. AT THIS TIME, HOA IS NOT CHARGING FOR MGMT. FEE BUT RESERVES THE RIGHT TO CHARGE IN THE FUTURE. ALLOCATION WOULD BE BASED UPON SF OF BLDG. 65/35.</p>
<p>MISC 100% HOA <i>Agreed to Remove</i></p>	<p>SHOULD NOT BE ON EXHIBIT JUST AS THE CONTINGENCY LINE ITEM ABOVE</p>
<p>MUSIC/CABLE 50/50 <i>Agreed</i></p>	<p>COST OF CABLE TV AND MUSIC SERVICE. NO NEED TO RE-ALLOCATE</p>
<p>OFFICE SUPPLIES 100% HOA <i>Agreed 0/0 with supplies billed according to usage</i></p>	<p>DEFINED AS OFFICE SUPPLIES FOR HOA OPERATIONS. THIS IS CURRENTLY BEING BILLED 1/3 HOA, 1/3 RESTAURANT 1/3 PRO SHOP. NEED TO ADJUST ALLOCATION SUPPLIES ARE BILLED ACCORDING TO USAGE.</p>
<p>ALL PAYROLL, TAXES, INSURANCE AND 401K SHOULD BE DELETED IN ITS ENTIRETY AND REPLACED WITH:</p>	
<p>ADMINISTRATIVE ASSISTANT FOR HOA <i>HOA to pay 100%</i> DIRECTOR OF OPS CDD</p>	<p>CURRENTLY HOA PAYS 100%. HOA BELIEVES THIS SHOULD BE SHARED COST. SPLIT TO BE DETERMINED. SHOULD NO LONGER BE ON EXHIBIT. ADMIN ASST. WORKS FOR HOA ONLY. 30%/70%</p>
<p><i>Change to CDD pays 100%</i> MAINTENANCE FOR THE HOA AND CDD <i>Agreed with varbiage in caps and bold</i></p>	<p>NO NEED TO RE-ALLOCATE DELETE FROM EXHIBIT CURRENTLY HOA PAYS 100%. HOA BELIEVES THIS SHOULD BE SHARED COST. SPLIT TO BE DETERMINED.</p>
<p>JANITORIAL <i>Agreed with varbiage in caps and bold</i></p>	<p>BILL HOURLY FOR TIME SPENT ON BUILDING MAINTENANCE. SPLIT SHOULD BE 50/50. IF TIME IS SPENT ON CDD LEASED PREMISES OR GENERAL FUND THEN CHARGE BACK WOULD BE 100% AS STATED ABOVE, COST FOR JANITORIAL IS BEING SPLIT 50/50 NO NEED TO RE-ALLOCATE SAME AS ABOVE FOR MAINTENANCE</p>
<p>PAYROLL TAXES AND FEES & INS <i>Agreed</i></p>	<p>CURRENTLY HOA PAYS 100% OF MAINTENANCE AND ADMIN SHOULD BE ADJUST WITH SALARY ADJUSTMENTS</p>
<p>PEST CONTROL 50/50 <i>Agreed</i></p>	<p>CONTRACT COST OF MONTHLY PEST CONTROL SERVICES. NO NEED TO RE-ALLOCATE</p>

7/21

7/21

ALLOCATIONS

POSTAGE 100% HOA

Agreed to change and discussed using stamps paid by each party

ESTIMATED COST OF POSTAGE. ALREADY BEING SPLIT 50/50
NEED TO ADJUST ALLOCATION 50/50 FOR MACHINE RENTAL
CONTACTED PITNEY BOWES. CAN UPGRADE MACHINE FOR \$6 SO POSTAGE USAGE CAN BE TRACKED.

(1)

ALLOCATIONS

REPAIRS/MAINT 50/50	COST OF REPAIRS AND MAINTENANCE TO FACILITIES. NO NEED TO RE-ALLOCATE
Agreed to Remove	DELETE. THIS WOULD FALL UNDER BLDG MAINTENANCE
SPECIAL EVENTS 100% HOA	SPECIAL EVENTS FOR CLUB MEMBERS NO LINE ITEM IN HOA BUDGET FOR THIS. SHOULD BE REMOVED FROM EXHIBIT
Agreed to Remove	
MISC SUPPLIES 100% HOA	VARIOUS SUPPLIES THAT MAY BE NEEDED FOR MAINTENANCE OF THE FACILITIES THIS IS NEVER USED. SHOULD BE REMOVED FROM EXHIBIT.
Agreed to Remove	
TELEPHONE 50/50	CURRENTLY BILLED 1/3, 1/3, 1/3 NEEDS TO BE ADJUSTED. CURRENT SET UP ACCURATE 33/66
Agreed to officially change to 33/66	
TOT LOT MULCH 100% HOA	THIS SHOULD NOT BE ON EXHIBIT.
Agreed to Remove	
TRASH 15/85	COST OF TRASH REMOVAL. NO NEED TO RE-ALLOCATE
Agreed	
TRAINING STAFF 100% HOA	OFF SITE TRAINING THIS SHOULD NOT BE ON EXHIBIT
Agreed to Remove	
UNIFORMS 100% HOA	COST OF UNIFORMS. SHOULD NOT BE ON EXHIBIT
Agreed to Remove	
WATER & SEWER 50/50	TOM TO RESEARCH. INVOICES SPECIFIC TO AN AREA ARE BEING CHARGED 100%
Agreed to change to 35/65	CURRENTLY BEING BILLED 54/46. THIS DOES NOT INCLUDE SF FOR THE CART BARN WHICH USES WATER TO CLEAN THE CARTS. SHOULD BE BILLED 35/65. POOL METERED SEPARATELY.
WEBSITE 50/50	NO NEED TO RE-ALLOCATE HOA ONLY USES FOR EMAIL WHICH COULD BE DONE THROUGH ROADRUNNER. MAINLY USED FOR GOLF COURSE.
Agreed to change to 35/65	
Will look at changing companies or doing In-house.	

NOTE: AN INVOICE THAT IS SPECIFIC TO AN AREA OF OPERATION (CLUB OR CDD) WILL BE CHARGED 100% TO ITS RESPECTIVE AREA, REGARDLESS OF WHETHER OR NOT THE CHARGE FALLS UNDER ONE OF THE SHARED COST LINE ITEMS. ONLY INVOICES THAT ARE TRULY SHARED EXPENSES WILL BE SHARED BETWEEN THE OPERATIONS.