

**RESIDENTIAL MAINTENANCE BOND** Bond No. CIC1934047

KNOWN ALL MEN BY THESE PRESENTS, That we, Aston Park MF, LLC, as Principal, and Capitol Indemnity Corporation, a corporation organized and doing business under and by virtue of the laws of the State of Nebraska and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Twenty One Thousand Three Hundred Seventy and 92/100 (\$ 21,370.92 ) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Aston Pointe subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one ( 1 ) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

**The Surety at:**  
Capitol Indemnity Corporation  
1600 Aspen Commons, Suite 300  
Middleton, WI 53562

**The Principal at:**  
Aston Park MF, LLC  
5200 Vineland Road Suite 200  
Orlando FL 32801

**The Obligee at:**  
Polk County, Land Development Division  
330 West Church Street  
PO Box 9005 – Drawer GM03  
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 16th day of January, 20 25.

[Signature]  
Witness

Jonathan Prybasz  
Printed Name

[Signature]  
Witness

T. Lewinski  
Printed Name

PRINCIPAL:

Aston Park MF, LLC  
Name of Corporation

By: Vishal Gupta

Vishal Gupta  
Printed Name

Title: Manager  
(SEAL)

SURETY:

Capitol Indemnity Corporation  
Name of Corporation

By: Lori A. Proch

Lori A. Proch  
Printed Name

Title: Attorney-in-Fact  
(SEAL)

Kimberly A. Albert  
Witness

Kimberly A. Albert  
Printed Name

[Signature]  
Witness

Zach Huffman  
Printed Name

(Attach power of attorney)

Initials AL

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1934047

Bond Number

**KNOW ALL MEN BY THESE PRESENTS**, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----LOUIS A. COLAGROSSI; KRISTINE M. HEINRICH; KIMBERLY ANN ALBERT; NICOLE GREEN-----  
-----MARIE LOLA NEELY; STEPHANIE NAPIER; AMY L. CATON; LORI A. PROCH-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

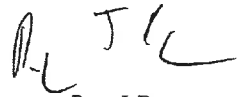

“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

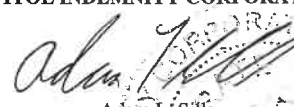
**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

  
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer  
  
Todd Burrick  
Chief Underwriting Officer

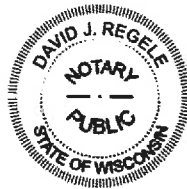



**CAPITOL INDEMNITY CORPORATION**

  
Adam L. Sills  
Chief Executive Officer and President  


STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



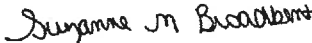
  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 16th day of January, 2025.



  
Suzanne M. Broadbent  
Secretary



OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER  
COMMISSIONER

FINANCIAL SERVICES  
COMMISSION

RICK SCOTT  
GOVERNOR

JEFF ATWATER  
CHIEF FINANCIAL OFFICER

PAM BONDI  
ATTORNEY GENERAL

ADAM PUTNAM  
COMMISSIONER OF  
AGRICULTURE

SENT BY ELECTRONIC TRANSMISSION: [mwilhelm@capspecialty.com](mailto:mwilhelm@capspecialty.com)

July 7, 2016

Ms. Melanie Wilhelm  
CapSpecialty  
115 Glastonbury Blvd., Suite 102  
Glastonbury, CT 06033

Re: **Capitol Indemnity Corporation ("Applicant")**  
**UCAA Corporate Amendments Application to Add a Line of Business**  
**Application: 937602**

Dear Ms. Wilhelm:

This is to acknowledge that the Florida Office of Insurance Regulation ("Office") has added the **(0110) Medical Malpractice** line of insurance to Applicant's Certificate of Authority, effective July 7, 2016.

Applicant is now authorized to write/reinsure the above-referenced line of insurance, but may not be allowed to write in the line in Florida until such time as forms/rules have been approved in writing by the Office's Product Review Section. A new Certificate of Compliance will be sent to your office through regular mail. You may contact our office at (850) 413-5246 if you have questions concerning this approval.

Sincerely,

Corey Hubbard  
Financial Specialist

cc: Alison Sterett  
Jeff Rainey  
Robert Ridenour  
Patty Spudeck  
Anna Traxler

...  
COREY HUBBARD • FINANCIAL SPECIALIST  
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0329 • (850) 413-5246 • FAX (850) 488-2935  
WEBSITE: [WWW.FLOIR.COM](http://WWW.FLOIR.COM) • EMAIL: [COREY.HUBBARD@FLOIR.COM](mailto:COREY.HUBBARD@FLOIR.COM)

Affirmative Action / Equal Opportunity Employer

Rodney Smith

**CAPITOL INDEMNITY CORPORATION**  
**BALANCE SHEET**  
**December 31, 2023**

**Admitted Assets**

Cash and invested assets:	
Bonds	\$ 5,154,164
Common stocks	114,118,774
Cash, cash equivalents and short-term investments	484,402,361
Total cash and invested assets	<u>603,675,299</u>
Investment income due and accrued	29,140
Uncollected premiums and agents' balances in course of collection	35,768,377
Deferred premiums, agents' balances and installments booked but deferred and not yet due	4,151,829
Amounts recoverable from reinsurers	13,677,120
Other amounts receivable under reinsurance contracts	255,755
Current federal and foreign income tax recoverable and interest thereon	681,079
Net deferred tax asset	11,334,733
Electronic data processing equipment and software	481,282
Receivables from parent, subsidiaries and affiliates	16,209,560
Other admitted assets	154,230
Total admitted assets	<u>\$ 686,418,404</u>

**Liabilities and Surplus as Regards Policyholders**

Liabilities:	
Losses	\$ 218,838,518
Reinsurance payable on paid losses and loss adjustment expenses	48,049,022
Loss adjustment expenses	38,485,753
Commissions payable, contingent commissions and other similar charges	957,246
Other expenses (excluding taxes, licenses and fees)	10,040,848
Taxes, licenses and fees (excluding federal and foreign income taxes)	31,750
Unearned premiums	81,594,127
Advance premium	20,323
Ceded reinsurance premiums payable (net of ceding commissions)	(11,517,144)
Amounts withheld or retained by company for account of others	8,584,213
Payable to parent, subsidiaries and affiliates	13,701,009
Other liabilities	758,376
Total liabilities	<u>409,544,041</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	168,749,194
Surplus as regards policyholders	<u>276,874,363</u>
Total liabilities and capital and surplus	<u>\$ 686,418,404</u>

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2023, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

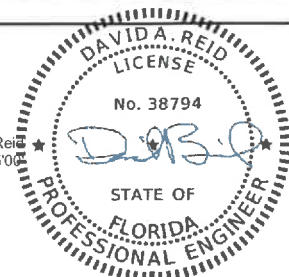
*Adam L. Sills*

Adam L. Sills  
CEO & President



EXHIBIT A: ENGINEERS COST ESTIMATE							
PROJECT: ASTON POINTE							
CONTRACTOR BIDDING:							
1/14/2025		PLAN SET, DATE, REVISION: 4/13/2021				FORM REV 3/17/2021	
DO NOT MODIFY LINE ITEM DESCRIPTIONS. MODIFY "CTR QTY" AND LIST ADDITIONAL ITEMS AT BOTTOM							
<small>DISCLAIMER: The Line Items and associated Quantities, shown hereon, have been compiled and generated as an informational tool provided to the Owner/Developer for the sole purpose of establishing and defining the parameters of the proposed development and/or construction project and to aid in the bidding process. The aforementioned Line Items and associated Quantities are to be utilized by Bidders as a basis for submitting a prospective cost estimate to perform the activities and improvements as outlined above. The Contractor is responsible for submitting Bid Documents based on their individual assessment of materials, quantities and activities required to perform and complete any and all improvements shown on the approved Construction Documents and any subsequent revisions attached thereto. Any additional items and/or quantities noted by the Contractor should be added to their Bid Documents prior to submittal. Engineer is not liable for items not included in the Contractor's Bid Documents.</small>							
CODE	#	DESCRIPTION	ENG QTY	CTR QTY	UNIT	PRICE	TOTAL
2836	A	<b>LIFT STATION: FORCE MAIN (2836 IF PRESENT IN BUDGET, USE 2751 IF NOT)</b>					
2836	1.	6" Gate Valves	2	0	EA	\$ 1,022.22	\$ 2,044.44
2836	2.	6" PVC Pipe	227	0	LF	\$ 17.00	\$ 3,859.00
2836	2.	8" HDPE Pipe	208	0	LF	\$ 110.57	\$ 22,998.56
2836	4.	Miscellaneous Force Main Fittings	9	0	LS	\$ 1,685.50	\$ 15,169.50
2836	5.	<b>LIFT STATION TOTAL</b>					<b>\$ 44,071.50</b>
2851	B	<b>GENERIC WATER &amp; RECLAIM</b>					
2851	1.	6" Gate Valves	10	0	EA	\$ 620.00	\$ 6,200.00
2851	2.	6" PVC Pipe	1,500	0	LF	\$ 16.56	\$ 24,840.00
2851	4.	8" Gate Valves	8	0	EA	\$ 1,452.92	\$ 11,623.36
2851	5.	8" PVC Pipe	1,147	0	LF	\$ 24.30	\$ 27,872.10
2851	6.	8" HDPE Pipe	220	0	LF	\$ 82.42	\$ 18,132.40
2851	8.	10" Gate Valves	3	0	EA	\$ 1,897.02	\$ 5,691.06
2851	9.	10" PVC Pipe	418	0	LF	\$ 34.66	\$ 14,487.88
2851	10.	12" Gate Valves	0	0	EA	\$ -	\$ -
2851	11.	12" HDPE Pipe	244	0	LF	\$ 166.45	\$ 40,613.80
2851	12.	Miscellaneous 6" Fittings	27	0	EA	\$ 370.35	\$ 9,999.39
2851	14.	Miscellaneous 8" Fittings	14	0	EA	\$ 297.45	\$ 4,164.36
2851	15.	Miscellaneous 10" Fittings	12	0	EA	\$ 446.00	\$ 5,352.00
2851	16.	Blow-Off Assembly	1	0	EA	\$ 661.34	\$ 661.34
2851	17.	<b>GENERIC WATER TOTAL</b>					<b>\$ 169,637.69</b>
<b>TOTAL COST SUMMARY</b>							
2836	1.	<b>LIFT STATION</b>					<b>\$ 44,071.50</b>
2851	2.	<b>GENERIC WATER</b>					<b>\$ 169,637.69</b>
ALL	3.	<b>CONTRACT TOTAL</b>					<b>\$ 213,709.19</b>
CODE	#	ADDITIONAL ITEMS ADDED BY CONTRACTOR	QTY	UNIT	PRICE	TOTAL	
	1.		0		\$ -	\$ -	
	2.		0		\$ -	\$ -	
	3.		0		\$ -	\$ -	
	4.	<b>ADDITIONAL ITEMS TOTAL</b>					<b>\$ -</b>
ALL	ALL	<b>CONTRACT TOTAL WITH ADDITIONAL ITEMS</b>					<b>\$ 213,709.19</b>
<b>10% WARRANTY SURETY</b>							
	1.	<b>BOND AMOUNT</b>					<b>\$ 21,370.92</b>
CODE	#	NOTES					

Digitally signed by David A Reid  
Date: 2025.01.14 15:32:01-05'00'



This item has been digitally signed and sealed by David A. Reid, PE on the date adjacent to the seal using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.





---

**LAND DEVELOPMENT DIVISION**

**MEMORANDUM**

**To:** Chrissy Irons, Project Coordinator II

**From:** Michael Osborne, Inspector

**Project Name:** Aston Pointe (aka Neo at Four Corners)

**Project #:** LDRES-2019-113

**PCUMD Project #** 2019-40-20-0

**DATE:** 1/6/2025

The Inspector of Record has made a final review of the above mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.