ANALYST-LED INVESTIGATIVE INTELLIGENCE AND DUE DILIGENCE

RISK INTELLIGENCE

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DUE DILIGENCE ASSESSMENT

TCRI-FA-002

Club at Connerton II

Ownership, Mandatory Payment Architecture, Fee Composition, Enforcement, and Chapter 720 Risk Indicators

Forensic assessment of the ownership, mandatory payment, fee composition, enforcement, and statutory risk architecture of Club at Connerton II, operating as Conner House, in Pasco County, Florida. Prepared from recorded governing instruments, Florida corporate filings, published legal notices, Florida statutory provisions, appellate opinions, secondary docket reporting on comparable litigation, and resident communications.

SUBJECT
Club at Connerton II (operating as "Conner House"), Pasco County, Florida

SERVICE CATEGORY
Forensic Assessment - FA

ANALYTICAL POSTURE
Active and Partially Resolved

INFORMATION CUTOFF
8 October 2026

PREPARED BY
The Collective Risk Intelligence LLC

HANDLING
Public Distribution

Prepared from recorded instruments, government filings, court records, statutory provisions, published legal notices, secondary reporting, and resident communications. This assessment identifies structural risk indicators. It does not establish that any charge is unlawful, that any enforcement remedy has been exercised, or that any entity has violated Florida law, and it does not constitute legal advice.

WHAT HAPPENED. Len-Connerton, LLC, a Florida limited liability company with Lennar Homes, LLC listed as its sole authorized member, recorded a Club Plan (Instrument 2020151654) in Pasco County that imposes mandatory, parcel-linked Club Dues on every residential lot owner in Connerton II. [9, 24] Beginning approximately 1 September 2026, Club management communicated a $70.44 monthly charge composed of a $34.00 Club Membership Fee, a $34.06 Club Expenses charge, and applicable sales tax. [21, 23] The Club Plan was recorded as a covenant running with the land, senior to the Community Declaration, and expressly disclaims governance under Florida Chapter 720 except for the financial disclosure requirement at Section 720.3086. [5, 24]

WHO. Len-Connerton, LLC is the Club Owner. [9] Lennar Homes, LLC is its sole authorized member and the Declarant. [9] Connerton II Community Association, Inc. is the separate homeowners association, which reports Declarant-affiliated officers as of its April 2026 filing. [8] Signature One, LLC appears in management-attributed communications, but its contract and authority remain unresolved. [10, 23]

WHY IT MATTERS. The recorded Club Plan separates a Club Membership Fee from Club Expenses, states that the Club Owner intends to generate a substantial profit, claims a first-priority lien on residential parcels superior to the Association's own lien, and authorizes foreclosure without notice of default. [24] Florida's Sixth District Court of Appeal held in Avatar Properties, Inc. v. Gundel (2023) that the profit component of a materially similar mandatory Club Membership Fee violated Section 720.308, and that separate Club ownership did not categorically shield such charges from Chapter 720. [17] The Supreme Court of Florida declined review. [16] The Club Plan's own stated basis for disclaiming Chapter 720 is the commercial-parcel characterization that the Gundel majority rejected. [20, 24] The same architecture is in active litigation in three other Florida circuits and has twice been resolved by negotiated settlement. In Cassels, a final approval order entered 18 September 2026 permanently enjoins Club liens and foreclosure under Section 9 in nine covered communities and requires repeal of that section, while preserving suspension rights, eliminating no Membership Fee and creating no class refund fund. Connerton is not among the covered communities. [3, 4]

WHAT IS UNKNOWN. No authenticated Connerton Club budget, profit-and-loss statement, or Section 720.3086 financial report has been located. No recorded Club lien against any Connerton II parcel has been identified. The basis for Len-Connerton's joinder as a named defendant in the Palomino mortgage foreclosure has not been established. [6, 13] The complete amendment lineage for the Club Plan and the Community Declaration is unresolved, as is the number of parcels subject to Club Dues and the contractual scope of Signature One. Connerton's purchaser deeds and purchase agreements have not been obtained, so the operation of the dispute-resolution restrictions in Section 23 of the Club Plan cannot be assessed. [24] Current posture in the analogous matters is verified only through the dated filings obtained, The latest are 10 August 2026 for ChampionsGate and 31 March 2026 for Bellalago. [26, 31]

WHAT TO WATCH. The Cassels judgment requires repeal of Section 9 in the covered Club Plans within forty-five days of the 18 September 2026 order, which places that target at 2 November 2026 subject to legal computation. Recorded amendments in those communities would provide a validated Section 9 text for comparison against Connerton. Whether any appeal has been filed is unknown, and the agreement separately defines effectiveness by the thirty-fifth business day after judgment absent an appeal. [3, 4] In ChampionsGate, the renewed motion for individual arbitration and to strike the class allegations is fully briefed with oral argument granted and no date set as of the 10 August 2026 report, and the parties agreed that the threshold question be resolved before the merits. [25, 26] In Bellalago, a certified class has a trial reported scheduled for the first quarter of 2027. [31] In TerraLargo, the administrator reports distribution approved and payments scheduled for early October 2026. Confirmation of mailing was not obtained. [33]

CONFIDENCE LEVEL. Moderate. The recorded instruments and statutory provisions are of high individual authority, and every Club Plan provision cited in this assessment was verified against the recorded instrument.

The principal limitation is the absence of authenticated financial records, the Palomino case file, and the complete amendment and DRI lineage, any of which could materially alter specific findings or the weight of identified risk indicators.

WHAT THIS ASSESSMENT DOES NOT SUPPORT. This assessment does not support a characterization that Len-Connerton, LLC or Lennar Homes, LLC has violated Florida Chapter 720. It does not support a statement that the $70.44 monthly charge, the $34.00 Club Membership Fee, or the Club Plan is unlawful or void, or that the Membership Fee is proven to be pure profit. It does not support a finding that Len-Connerton initiated the Palomino foreclosure, recorded a Club lien against any homeowner, or displaced any property owner. It does not support a conclusion that the Cassels settlement constitutes a merits precedent, an admission of liability, or relief binding on Connerton, and it does not support a statement that Cassels eliminated fees, ordered refunds, or removed suspension rights. It does not support treating the certification order in Bellalago, a scheduled trial date, a corporate litigation disclosure, or the asserted defenses in TerraLargo as findings of liability. It does not support describing ChampionsGate as dismissed, settled, or adjudicated on the fee merits. It does not support a statement that the failed 2025 or 2026 bills are enacted law or that their failure adjudicates the legality of any charge, and it does not support a statement that any company authored bill text, directed any legislator, or acted to defeat the rights of Connerton homeowners. It does not support a finding of current net profit, improper expense allocation, or owner distributions. It does not constitute legal advice or a recommendation that any homeowner withhold payment.

DELIVERY STATUS. Delivery ready, further collection warranted. The recorded instruments, corporate filings, statutory text, judicial authority, and analogous-matter filings support the findings stated here. Further collection should focus on Connerton's operative instruments, the financial substance of the charge, actual enforcement conduct, the ownership and agency chain, and the turnover and acquisition facts. The priority-ranked collection actions are set out under Further Investigative Opportunities.

METHOD NOTE. This assessment was developed as part of a preliminary test of RESOLVINT, TCRI's adaptive tradecraft investigative engine. RESOLVINT was used to organize intelligence requirements, evaluate evidence, distinguish factual findings from analytical judgments, test competing hypotheses, and identify unresolved collection requirements. This investigation demonstrates preliminary capability within the scope of the evidence reviewed and the limitations stated in this report. Indago supported report production from the structured RESOLVINT handoff package.

INVESTIGATION AT A GLANCE

50 NUMBERED REFERENCES	**49** DISTINCT SOURCE RECORDS	**17** ANALYTICAL FINDINGS
11 INTELLIGENCE GAPS	**4** COMPETING EXPLANATIONS	**8 OCTOBER 2026** INFORMATION CUTOFF

Dimension	Detail
Investigation type	Forensic assessment of a mandatory amenity-payment and enforcement architecture, conducted from public records
Subject	Club at Connerton II (Conner House), its Club Plan, and the obligations it places on Connerton II parcels
Scope	Ownership and control, mandatory parcel-linked payment obligations, fee composition, claimed enforcement remedies, Chapter 720 applicability indicators, comparable structures at Medley at Mirada, and the four Florida matters challenging comparable developer-Club charges
Time period examined	From the reported Connerton development-of-regional-impact approval in 2000 through the analytical cutoff of 8 October 2026
Relevant jurisdictions	Pasco, Hillsborough, Osceola and Polk Counties, Florida; Sixth, Ninth, Tenth and Thirteenth Judicial Circuits; U.S. District Court for the Middle District of Florida; Florida Sixth District Court of Appeal; Supreme Court of Florida; the Florida Legislature

Dimension	Detail
Primary entities	Len-Connerton, LLC (Club Owner); Connerton II Community Association, Inc. (HOA); Lennar Homes, LLC (Declarant); Signature One, LLC (Club Manager). Comparators: Len-Medley at Mirada Club, LLC; Southshore Bay Club, LLC and the other Cassels defendants; LEN-CG SOUTH LLC; Avatar Properties, Inc.; OK TerraLargo, LLC
Primary records and systems	Pasco County Clerk official records; Florida Division of Corporations; Hillsborough, Osceola and Polk County Clerk records; the federal docket for the Middle District of Florida; Florida Statutes Chapter 720; Florida Senate and House bill records; Florida appellate opinions; SEC EDGAR; court-appointed settlement administrator sites
Collection period	Collection closed 8 October 2026; underlying records span 2000 to 2026

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SECTION 01

Analytical Findings

1 Len-Connerton, LLC Is a Separately Organized Florida Limited Liability Company Whose Sole Authorized Member Is Lennar Homes, LLC

Evidence. The Florida Division of Corporations identifies Len-Connerton, LLC (Document No. L20000156565) as an active Florida limited liability company filed June 8, 2020, with a principal address at 5505 Waterford District Drive, Miami, Florida. Its 2026 annual report lists Lennar Homes, LLC as its sole authorized member. Connerton II Community Association, Inc. (Document No. N20000006597) is a separate Florida not-for-profit corporation filed June 18, 2020, with Lori Campagna listed as President, Developer and Kelly Evans as DVP. The two entities are separately organized and separately governed, and are connected through Lennar Homes, LLC as Declarant and sole member. [8, 9, 10, 24]

Evidence classification. Official state registry filings, corroborated by the recorded Club Plan.

Business implication. The entity that collects Club Dues is not the homeowners association and is not governed by the association's budget process. A homeowner disputing the charge is dealing with a Lennar-affiliated commercial counterparty, not with the HOA.

Alternative reading. Organizational separateness could support the position that the Club is a private commercial enterprise rather than an association function. Separate incorporation is ordinary in Florida community development and establishes association, not control.

Confidence. High for corporate separation and entity identity. Moderate for the equity and control chain above Lennar Homes, LLC, and for the statutory effect of separateness.

Intelligence gap. Registry or corporate records establishing the ownership chain above Lennar Homes, LLC, and any management agreement defining operational control.

> ANALYST COMMENT
>
> The 2026 annual report for Len-Connerton, LLC identifies Lennar Homes, LLC as authorized member. [9] That establishes a corporate affiliation. It does not by itself prove the complete equity chain, alter ego, or that Lennar Homes controls fee-setting decisions. The shared principal address and the shared signatories across the Club Plan, the Declaration and the annual reports are consistent with common corporate control, but the precise holding structure remains unresolved.

2 The Recorded Club Plan Establishes Mandatory, Parcel-Linked Club Membership and Payment Obligations That Continue Regardless of Use, Occupancy, or Destruction

Evidence. Section 2.1 provides that the Club Plan's terms are covenants running with the land binding on each owner and successors. Section 6.4 states that each owner's obligation to pay Club Dues is perpetual regardless of whether the home is occupied, destroyed, renovated, replaced, rebuilt, or leased. Section 6.10 provides that the obligation commences upon conveyance of title. Section 9.6 provides that no owner may escape liability by non-use, waiver, or abandonment. The Community Declaration at Section 3.4 requires each owner, by acceptance of a deed, to be bound by the Club Plan. [5, 24]

Evidence classification. Primary recorded instruments.

Alternative reading. The perpetual, non-discretionary character of the obligation is consistent with a real-property covenant rather than a voluntary membership, which is material to the statutory analysis. Numerous Florida planned communities employ mandatory amenity covenants, and mandatory character alone does not establish illegality.

Confidence. High.

Intelligence gap. Any recorded amendment modifying or removing these provisions.

3 The Club Plan Separates the Club Membership Fee From Club Expenses and Expressly Contemplates Profit to the Club Owner

Evidence. Section 6.2 defines the Club Membership Fee as a charge "in addition to" each owner's pro rata portion of Club Expenses. Exhibit C schedules the Fee from $22.00 per month in 2020, rising $2.00 each year, to $40.00 per month in 2029, with fees after 2029 to be "determined by the Club Owner." Section 6.1 allocates Club Expenses separately as a pro rata fraction. Section 2.2 states that the "Club Owner is initially investing substantial sums of money and time in developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner." Section 2.3 records the owner's acknowledgment, in capitals, that the Club operations and Club Property "ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER." A resident communication from the Club Manager identifies current monthly charges of $34.00 for the Fee and $34.06 for Club Expenses, plus applicable sales tax, totaling $70.44. [21, 23, 24]

Evidence classification. Primary recorded instrument, with a reported fee amount from an unauthenticated resident communication.

Business implication. The Membership Fee is the component that is not tied to cost recovery. It is the component on which the Gundel analysis turned, and it is scheduled to rise to $40.00 per month by 2029 with no stated ceiling thereafter.

Alternative reading. Contractual language contemplating profit does not prove that the Club currently generates profit. The Fee schedule could reflect a return-on-investment component the developer deems necessary to justify facility construction, and comparable clubs at Mirada have reportedly operated at substantial losses. [12]

Confidence. High for the contractual separation and the quoted language. Low for actual current financial performance.

Intelligence gap. Authenticated Club financial statements establishing whether the Fee stream exceeds operating costs.

> ANALYST COMMENT
>
> The difference between contractual intent to profit and actual profit is material, and the instrument draws it itself. Section 6.1 provides that all owners shall collectively bear all expenses associated with the Club "so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club." [23] The Membership Fee is therefore designed to reach the Club Owner net of expenses. Whether the operation generates net profit in any year depends on the full financial picture, which is unavailable. An annual operating loss would not resolve the statutory question on its own, because Section 720.308 addresses the character of the charge rather than the Club's net income in a given year.

4 Section 9 Claims a First-Priority Lien and Foreclosure Authority Over Each Lot for Unpaid Club Dues, but No Recorded Connerton Club Lien Has Been Located

Evidence. Section 9.1 provides that Club Dues, Special Use Fees, and related charges "shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot," effective on recording a Claim of Lien but relating back to the date the Club Plan was recorded, and "superior to the Association's lien for Assessments." Section 9.5 authorizes the Club Owner to "bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both," and provides that no notice of default is required before foreclosure. A search of the Pasco County Clerk official records index, the authoritative source for that category, located no recorded Claim of Lien filed by Len-Connerton, LLC against any Connerton II parcel. [6, 24]

Evidence classification. Primary recorded instrument, with a negative result from the authoritative county index.

Business implication. The claimed lien is senior to the Association's own lien and relates back to 2020, so it would take priority over later-recorded interests. No notice of default is required before foreclosure under the clause as written.

Alternative reading. The absence of a recorded lien is consistent with the Club Owner not having exercised the claimed authority, or with the index search not being exhaustive. Neither establishes that the remedy is or is not enforceable.

Confidence. High for the claimed contractual architecture. Low for actual exercise.

Intelligence gap. A comprehensive Pasco County grantor and grantee search for Len-Connerton, LLC, and the Palomino case file.

> ANALYST COMMENT
>
> This finding is where the capability and use control does the most work. Section 9 is drafted to be formidable: the lien relates back to 2020, it is expressly superior to the Association's own lien, and no notice of default is required before foreclosure. None of that establishes that the remedy has ever been used. The index search returned no recorded Claim of Lien, which is a result rather than an absence of inquiry, and it is the single most load-bearing negative in this assessment. A grantor and grantee search would convert it from an index result into a documented finding.

5 Len-Connerton, LLC d/b/a Club at Connerton II Is Named as a Defendant in a Published Mortgage Foreclosure Notice, but the Basis for Its Joinder Is Unresolved

Evidence. The published notice in Freedom Mortgage Corporation v. Eric Palomino et al. (Case No. 512025CA003758CAAXES, Sixth Judicial Circuit, Pasco County) lists Len-Connerton, LLC d/b/a Club at Connerton II and Connerton II Community Association, Inc. among the defendants. The property is Lot 1, Block 8, Connerton Village 4 Phase 1 (Plat Book 90, Page 73), Tax ID 19-25-19-0200-00800-0010. The notice was published August 14 and 21, 2026, with a sale advertised for September 17, 2026. The complaint, exhibits, and judgment were not obtained. [6, 13]

Evidence classification. Published legal notice, reproduced by an aggregator. Case file not obtained.

Alternative reading. Joinder in a mortgage foreclosure does not establish that Len-Connerton recorded a lien, initiated the action, or held a dues-related claim. Standard practice names all parties with any recorded or claimed interest, including covenant holders, to clear title. The joinder could reflect the recorded covenant interest created by the Club Plan.

Confidence. Moderate for the named-party fact. Low for the reason for joinder.

Intelligence gap. The complaint, lis pendens, any responsive pleading by Len-Connerton, and the disposition of the case.

> ANALYST COMMENT
>
> Joinder is the weakest form of evidence in this file and the easiest to overread. A mortgage foreclosure plaintiff names every party holding any recorded or claimed interest in order to clear title, and the Club Plan itself creates exactly such an interest on every lot in the community. The joinder is therefore consistent with the covenant alone. It becomes probative only if the complaint or a recorded instrument shows Len-Connerton asserting a dues claim, and that document has not been obtained.

6 The Community Declaration Is Recorded as Junior and Subordinate to the Club Plan, Which Controls in the Event of Conflict

Evidence. The Club Plan states in its opening recitals, in capitals, that the Community Declaration for Connerton II "IS JUNIOR AND SUBORDINATE AND INFERIOR TO THIS CLUB PLAN," that each owner by acceptance of a deed acknowledges the Club Plan does not establish or govern a homeowners association, and that "IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL." The Declaration was recorded two days after the Club Plan. [5, 24]

Evidence classification. Primary recorded instrument.

Business implication. The instrument the HOA is governed by yields to the instrument the Club Owner controls. Any conflict between the two resolves in favor of the Club Plan.

Alternative reading. Subordination clauses are common where an amenity is developed separately from a community association, and the ordering reflects the sequence of recording. The clause governs the relationship between two private instruments and does not by itself determine the application of any statute.

Confidence. High. The language is express and was verified against the recorded instrument.

Intelligence gap. Whether any recorded amendment to either instrument alters the priority.

7 The Club Plan Disclaims Chapter 720 While Expressly Carving Out Section 720.3086 and Separately Invoking Section 720.3085

Evidence. Section 2.3 states that "SPECIFICALLY BECAUSE THE CLUB PROPERTY IS A COMMERCIAL PARCEL AND THE CLUB OPERATIONS ARE COMMERCIAL USES, CHAPTER 720, FLORIDA STATUTES ... DOES NOT APPLY TO THE CLUB OPERATIONS, THE CLUB OWNER OR THE CLUB PROPERTY, EXCEPT ONLY WITH RESPECT TO THE FINANCIAL DISCLOSURE REQUIREMENTS EXPRESSLY STATED IN SECTION 720.3086." Section 9 separately provides that on foreclosure of a bona fide first mortgage the acquirer of title is liable for prior Club Dues "to the extent provided in Section 720.3085, Florida Statutes (2019) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed 'assessments' subject to the provisions of Chapter 720." [18, 24]

Evidence classification. Primary recorded instrument.

Business implication. The Club Plan takes the benefit of a Chapter 720 mechanic for lien priority while disclaiming the chapter's application to the charge itself. A homeowner reading only the disclaimer would not learn that the instrument relies on Chapter 720 elsewhere.

Alternative reading. A drafter may invoke a specific statutory mechanic for a limited purpose without accepting the statute's general application, and the instrument says so expressly. The disclaimer is a statement of the drafter's position, not an adjudication, and no court has construed these clauses.

Confidence. High for the text and the internal structure of the clauses. No confidence is expressed as to whether the disclaimer is effective, which is a question for a court.

Intelligence gap. Any judicial construction of these provisions, and whether any Section 720.3086 disclosure has in fact been published.

> ANALYST COMMENT
>
> The two clauses have to be read together. Section 2.3 disclaims Chapter 720 for the Club, the Club Owner and the Club Property, carving out only the Section 720.3086 financial disclosure. Section 9 then reaches for Section 720.3085 to fix the acquiring lender's liability, treating Club Dues as if they were Association Assessments while providing in the same sentence that they are not assessments under the chapter. The instrument takes the benefit of a statutory mechanic for lien priority

while disclaiming the statute that supplies it. Whether that is permissible is a question for a court. That it is the drafting posture is established on the face of the instrument.

8 The Stated Basis for the Chapter 720 Disclaimer Is the Commercial-Parcel Characterization That the Gundel Majority Rejected on Comparable Facts

Evidence. The disclaimer at Section 2.3 rests its reasoning on the Club Property being a commercial parcel and the Club operations being commercial uses. [24] In Avatar Properties, Inc. v. Gundel, the Sixth District held that the commercial-parcel exclusion at Section 720.302(3)(b) did not shield the developer from the statute's reach on the facts before it, and that the definition of assessment at Section 720.301(1) reaches sums payable to a developer that can result in a parcel lien. [17, 20, 22] The Connerton Club Plan claims exactly such a lien at Section 9.1. [24]

Evidence classification. Primary recorded instrument read against official appellate authority.

Business implication. The disclaimer's stated reasoning is the argument an appellate court rejected on comparable facts. That does not decide the question for Connerton, but it is the point at which the instrument's own logic meets adverse authority.

Alternative reading. Gundel turned on its own record, including Avatar's documented practice of bringing foreclosure actions under Chapter 720, which has not been established for Connerton. A district court of appeal opinion is persuasive statewide but binding only within the Sixth District, and the dissent read Section 720.308(1)(a) more narrowly. No court has applied Gundel to Connerton.

Confidence. Moderate. The textual correspondence between the disclaimer's stated basis and the argument addressed in Gundel is established. Whether it produces the same outcome on Connerton's facts is not.

Intelligence gap. A Connerton-specific judicial ruling, or evidence of how Len-Connerton has characterized Club Dues in any collection or foreclosure proceeding.

ANALYST COMMENT

The correspondence here is textual, not adjudicated. The Club Plan rests its disclaimer on the Club Property being a commercial parcel and the Club operations being commercial uses, and that is the argument the Gundel majority declined to accept under Section 720.302(3)(b). What the comparison does not supply is the factual element the majority relied on at Solivita, which was the developer's own practice of bringing foreclosure actions under Chapter 720. No equivalent conduct has been established for Len-Connerton. The gap between a matching clause and a matching case is that conduct record.

9 The Club Plan Includes a Purchase Option Priced by Capitalizing the Membership Fee Stream at Six Percent

Evidence. Section 5.5 provides that on a date two years after the Community Completion Date, or earlier at the Club Owner's sole discretion, the Association may purchase the Club for a price "resulting from the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs." The option lapses if not exercised within 90 days of the Option Date and is exercised by majority resolution of the Board without owner joinder. The formula uses the Membership Fee stream alone and not total Club Dues. [24]

Evidence classification. Primary recorded instrument.

Business implication. The price at which the Association could acquire the Club is set by the fee stream the Club Owner controls. Raising the Membership Fee raises the acquisition price, and the option lapses 90 days after it opens.

Alternative reading. A capitalization formula is an ordinary method of valuing an income-producing asset, and tying the price to the fee stream gives both parties a determinate figure. The structure does not by itself establish that the Fee was set to inflate the purchase price.

Confidence. High for the contractual mechanism. The acquisition cost cannot be computed because the number of obligated parcels is unverified.

Intelligence gap. The obligated parcel count, the Community Completion Date, and any recorded amendment to the fee schedule or the formula.

> ANALYST COMMENT
>
> The formula creates a circularity. The purchase price is the annual Membership Fee stream capitalized at six percent, and the Membership Fee is set by the Club Owner under a schedule that runs to 2029 and is open-ended after that. Each dollar added to the monthly fee adds roughly two hundred dollars per lot to the price the Association would pay to buy the Club. The option also lapses 90 days after it opens and is exercised by the board alone. Those terms are ordinary in isolation. Their combination means the party setting the price also controls the clock.

10 The Association That Would Decide Whether to Exercise the Purchase Option Reports Declarant-Affiliated Officers

Evidence. The Association's 2026 annual report, filed April 10, 2026, lists Lori Campagna as President, Developer and Kelly Evans as DVP, both at 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida, with Home Encounter HECM, LLC as registered agent at the same address. [8] The Community Declaration provides that prior to turnover the Declarant holds nine votes per lot owned. [5] The Declarant is Lennar Homes, LLC, which is also the sole authorized member of the Club Owner. [9]

Evidence classification. Official state registry filing and primary recorded instrument.

Business implication. The entity that would decide whether to exercise the purchase option reports officers affiliated with the Declarant, which is also the Club Owner's sole member. The same corporate family appears on both sides of that decision.

Alternative reading. Declarant-appointed officers are the ordinary condition of a Florida community association before turnover and are expressly contemplated by Chapter 720. The filing records officer identity on one date and does not establish present board composition or that turnover has not occurred.

Confidence. High for officer identity as of the April 2026 filing. The voting balance and current turnover status are not independently verified.

Intelligence gap. Whether turnover has occurred or is imminent, and the present composition of the board.

11 The Gundel Appellate Opinion Addresses a Structurally Comparable Developer Club Fee, but Solivita's Documented Enforcement History Has Not Been Established for Connerton

Evidence. In Avatar Properties, Inc. v. Gundel, 372 So. 3d 715 (Fla. 6th DCA 2023), the majority affirmed that a mandatory developer Club Membership Fee representing pure profit, as distinguished from the developer's Club expenses, violated Section 720.308, because assessments are limited to the member's proportional share of expenses and the definition of assessment reaches sums payable to a developer that can result in a parcel lien. The Supreme Court of Florida declined review on November 2, 2023, with one justice noting he would grant oral argument. At Solivita the developer's consistent invocation of Chapter 720 in its own foreclosure actions was a material factual element. No comparable enforcement history has been established for Connerton. [16, 17, 19]

Evidence classification. Official appellate opinion and order of the Supreme Court of Florida.

Alternative reading. The Gundel dissent read Section 720.308(1)(a) to reach only assessments levied by the association under its annual budget and would have reversed. The opinion binds within the Sixth District and is persuasive elsewhere.

Confidence. High for the authority and its reasoning. Moderate for direct application to Connerton while the enforcement-conduct gap remains open.

Intelligence gap. Whether Len-Connerton has invoked Chapter 720 in any enforcement action, and any appellate decision narrowing Gundel.

12 The Connerton DRI Was Reported as Approved in 2000, Which Weighs Against the Section 720.308(1)(d) Exception

Evidence. The U.S. Army Corps of Engineers public notice for Connerton Villages 3 and 4 (Permit Application SAJ-2004-03712, dated March 4, 2020) states that "Connerton was approved as a Development of Regional Impact (DRI) in 2000 (DRI#233)." Section 720.308(1)(d) provides that the assessment limitations do not apply to an association created in a community included in an effective development-of-regional-impact development order as of October 1, 1995. A 2000 approval postdates the statutory cutoff by five years. [15, 19]

Evidence classification. Federal agency public notice.

Alternative reading. The exception depends on the effective date of the development order, including approved modifications to an earlier qualifying order. If the Connerton DRI modifies an order effective as of October 1, 1995, the exception could apply. The original order and its lineage have not been obtained.

Confidence. Moderate to high against the exception on the available record. Not conclusive without the original order.

Intelligence gap. The original Pasco County DRI development order and any predecessor orders effective before October 1, 1995.

13 No Authenticated Connerton Club Budget, Financial Report, or Profit-and-Loss Statement Was Located

Evidence. Despite the Club Plan's annual budget adoption requirement at Section 8.2 and the Section 720.3086 financial disclosure requirement that the Club Plan itself expressly preserves, no Club budget, financial report, or audited or unaudited profit-and-loss statement for Club at Connerton II was located through the sources examined. The searches conducted and not conducted are set out under Collection Summary. [18, 24]

Evidence classification. Collection-boundary observation. No external record is cited because none exists to cite.

Business implication. Without financial records the investigation cannot determine whether the Club operates at a profit or a loss, how the Membership Fee and Expense charges are allocated, or whether the Section 720.3086 obligation has been met.

Alternative reading. The absence of financial records from this collection does not prove that no reports exist, that no reporting has occurred, or that a statutory violation has taken place. The records may exist and simply were not reachable through the channels used.

Confidence. High that no such record was located in this collection. This establishes an evidentiary boundary, not a compliance conclusion in either direction.

Intelligence gap. Production or publication of the Club's financial reports, whether through a Section 720.3086 request, discovery, or voluntary disclosure.

ANALYST COMMENT

An absence finding has to be stated carefully or it becomes an allegation by implication. What is established is that this collection did not locate a Club budget, financial report or Section 720.3086 disclosure through the channels used, which are recorded in the Collection Summary. What is not established is that no such record exists, that none was published, or that any obligation was missed. The difference matters because the Club Plan expressly preserves the Section 720.3086 requirement, so the question of compliance is live and is precisely the question this record cannot answer.

14 Four Florida Matters in Four Circuits Now Challenge a Mandatory Developer-Club Fee Architecture Materially Similar to Connerton's, and None Has Produced a Merits Adjudication on Fee Legality

Evidence. Four matters were identified and their primary filings obtained. Avatar Properties, Inc. v. Gundel, 372 So. 3d 715 (Fla. 6th DCA 2023), remains the only one decided on the merits of the statutory question. It concerned Solivita. [17] Chelbian v. Avatar Properties, Inc., No. 2020-CA-002033-OC (Fla. 9th Jud. Cir., Osceola County), is certified and pending, with a stipulated and agreed class certification order entered 12 November 2024 and a class notice order entered 23 December 2024. [29, 30] Heymann and Schwarz v. LEN-CG SOUTH LLC, No. 2024-CA-003538-OC (Fla. 9th Jud. Cir., Osceola County), was remanded from federal court on 5 March 2026 on jurisdictional grounds and was described as an active complex Business Court action in the joint case management report filed 10 August 2026. [26, 27] Pena v. OK TerraLargo, LLC, No. 2020-CA-002588 (Fla. 10th Jud. Cir., Polk County), resolved by a settlement term sheet providing a $650,000 class common fund and $1.15 million separately for attorneys' fees and costs, with no admission of liability. [32] Cassels v. Southshore Bay Club, LLC, No. 25-CA-006257 (Fla. 13th Jud. Cir., Hillsborough County), resolved by a final approval order entered 18 September 2026 that enjoins Club liens and foreclosure and requires repeal of Section 9 in nine covered communities, without eliminating Membership Fees and without a class refund fund. [3, 4]

Evidence classification. Primary judicial orders, primary party filings, and one administrator-hosted primary term sheet. Each was read in the part cited.

Business implication. The Connerton architecture is not an isolated structure. It is one instance of a model that is in active litigation in four circuits and that has twice been resolved by negotiated settlement rather than by judgment. The practical consequence for a party assessing Connerton is that the cost of this model to its owners has so far been measured in settlement payments, injunctive restrictions on collection remedies, and fee awards, not in adjudicated findings that the charge itself is unlawful.

Alternative reading. Each matter turns on its own instruments, parcels, fee economics, and procedural posture. A count of pending matters is not evidence of merit, and two negotiated settlements with express denials of liability are not evidence that the charge model is unlawful. The volume of litigation is equally consistent with an unsettled area of law in which both sides find settlement cheaper than adjudication.

Confidence. High for the identity, posture, and operative terms of each matter as of the dated filing obtained. No confidence is expressed as to how any of them will be decided, and no inference is drawn from the settlements as to Connerton.

Intelligence gap. Current dockets in Chelbian and Heymann beyond the dated filings obtained, the TerraLargo final approval and distribution order, and the recorded Section 9 amendments required by the Cassels judgment.

ANALYST COMMENT

Four matters is not a pattern of liability, and the report should not be read as suggesting it is. Four matters establish that the structure is contested, which is the posture a client needs to know. The analytically useful detail is where each one stopped. Gundel reached a merits holding on the statute. Cassels and TerraLargo stopped at negotiated remedies with liability denied. ChampionsGate has not reached the merits because the threshold arbitration question is unresolved. Bellalago is certified and scheduled. No court has yet held that the Connerton charge model is lawful, and none has held that it is not.

15 In One Analog Community the Developer Reportedly Ceased Collecting the Membership Fee in December 2023 With Rights Reserved, and a Certified Class There Has a Trial Reported as Scheduled for the First Quarter of 2027

Evidence. The stipulated and agreed class certification order in Chelbian records the parties' earlier agreed stay pending the Solivita proceedings, describes Club documentation as similar to Solivita's without calling it identical, and identifies cessation of Membership Fee collection from 1 December 2023 with rights reserved. The certified class covers qualifying current and former owners who paid relevant dues from 13 August 2016. [29] The order approving class notice was entered 23 December 2024. [30] Taylor Morrison Home Corporation's Form 10-Q for the quarterly period ended 31 March 2026 reports transfer of the matter to Business Court, a trial scheduled for the first quarter of 2027, and the identification of other similar amenity arrangements following Solivita. [31]

Evidence classification. Primary court orders reproduced by the court-appointed administrator, read with an issuer's primary securities disclosure.

Business implication. Cessation of collection is the only instance in the reviewed record of a developer stopping a mandatory Membership Fee in response to litigation. It is a practical measure of what the exposure looks like in operation, and the rights reserved were express. The class period reaching back to August 2016 indicates the retrospective horizon a plaintiff in a comparable community would seek.

Alternative reading. A certification order is a procedural ruling on class treatment. It is not a finding that any charge was unlawful. A voluntary cessation with rights expressly reserved is consistent with litigation management rather than with an acknowledgment of invalidity, and a corporate litigation disclosure or accrual is not an admission of liability. A scheduled trial date is the company's reported position at the date of that filing and schedules move.

Confidence. High for the terms of the two orders and for the content of the securities disclosure. Moderate for current status, which is verified only through the filings obtained. The characterization of the Chelbian documents as similar to Solivita's is the court's description of the parties' stipulated position, not a clause-level comparison performed in this assessment.

Intelligence gap. The Chelbian operative Club plan and governing instruments for clause-level comparison with Connerton, any dispositive or scheduling order after the filings obtained, and whether the reported trial date holds.

16 The Defendant in the ChampionsGate Matter Asserts That Mandatory Club Membership Runs With the Land and That Deed Acceptance Assumes the Obligation, and Relies on Arbitration and Class-Waiver Provisions as a Threshold Bar That Remains Unresolved

Evidence. The renewed motion filed 23 April 2026 seeks individual arbitration, striking of the class allegations, and judicial notice. It describes Oasis Club membership as mandatory and appurtenant to the property, describes Membership Fees as a component of Club Dues, and describes acceptance of a deed as assumption of the obligation. It relies on arbitration provisions in the original purchase agreements, on affiliate coverage, on successor and running-with-the-land language, and on deed covenants and class waivers. [25] The joint case management report filed 10 August 2026 records transfer to Business Court on 1 May 2026, designation as complex on 22 July 2026, full briefing of the renewed arbitration motion, oral argument granted with no date set, and the parties' agreement that arbitration required resolution before merits progression. Two mediations, on 15 January and 18 May 2026, produced no settlement, and a conference was scheduled for 4 September 2026. [26] Section 23 of the Connerton Club Plan contains arbitration and individual-claim restrictions. [24]

Evidence classification. Defendant argument and reproduced contractual provisions, read with joint procedural representations of the parties. Neither is a ruling.

Business implication. The threshold question in a challenge to this fee model may be procedural rather than substantive. If arbitration and class-waiver provisions are enforced against purchasers who took title by deed, the fee question is never reached on a class basis. Connerton's own Club Plan contains restrictions of the same type, so the operative question for Connerton is what its purchaser deeds and purchase agreements actually say, and those have not been obtained.

Alternative reading. These are a defendant's contentions in a contested motion. No supplied ruling enforces them, two mediations failed, and the court designated the matter complex and granted oral argument. The ChampionsGate instruments are also not the Connerton instruments, and a clause appearing in one developer's purchase agreement cannot be assumed to appear in another's.

Confidence. High for the content of the motion and the report as filed. No confidence is expressed as to the enforceability of any dispute-resolution provision, in ChampionsGate or at Connerton. Posture is verified only through the 10 August 2026 report; the outcome of the scheduled September conference and any later arbitration order were not obtained, and the motion and report contain inconsistent historical complaint and removal dates that were not silently reconciled.

Intelligence gap. Representative Connerton original-sale and resale deeds and purchase agreements, to test successor notice, incorporation, assumption, affiliate coverage, delegation, class waiver, and assent. Any order on the renewed arbitration motion.

17 Two Successive Legislative Sessions Considered and Failed to Enact Frameworks Governing Mandatory Recreational Covenants, So No Enacted Florida Statute Adopts or Prohibits the Charge Model

Evidence. In 2025, SB 1118 addressed recreational covenants and privately controlled recreational facilities. The Senate Community Affairs staff analysis explains a proposed framework permitting mandatory recreational covenants and contemplated profit, with specified disclosure and enforcement provisions. [38, 39] SB 1118 received a 5 to 3 committee vote in March and died in Regulated Industries on 16 June 2025. HB 1209 and HB 983 also failed on 16 June 2025. HB 579 was laid on the table on 30 April 2025. SB 368 is additional context. [40, 41, 42] SB 1080 was enrolled as Chapter 2025-177, but its enrolled text did not enact the proposed recreational-covenant framework. [43] In 2026, CS/SB 1498 was approved by Regulated Industries 7 to 0 on 3 February 2026 and died on 13 March 2026 in the Appropriations Committee on Agriculture, Environment, and General Government; its listed 1 July effective date was proposed, not operative. [44] The committee substitute addressed developer-owned recreation property and mandatory Club arrangements, including proposed limits on profit-based charges and on lien-capable mandatory fees payable to privately owned Clubs. [45] The Regulated Industries staff analysis discusses Gundel and characterizes portions of the proposal as codifying its approach. [46]

Evidence classification. Official legislative histories, bill texts, and committee staff analyses. Staff analysis is an explanation prepared for legislators, not an adjudication.

Business implication. The governing law applicable to the Connerton charge is the existing Chapter 720 text as construed by the courts, not either proposal. The two sessions moved in materially different directions, the 2025 proposals toward authorizing mandatory recreational covenants with contemplated profit and the 2026 substitute toward limiting profit-based and lien-capable charges. A party relying on either direction as settled policy would be relying on something that does not exist.

Alternative reading. Legislative activity in two consecutive sessions indicates that the question is recognized as unsettled and that a statutory answer may yet come. Nothing in the failure of a bill tells a reader which way the existing statute should be read.

Confidence. High for the bill histories, votes, dates, and text locations, which are official records. No confidence is expressed as to legislative intent, and no Connerton-specific intent is inferred.

Intelligence gap. Whether a comparable proposal is refiled, and any judicial construction of Section 720.308 after Gundel.

ANALYST COMMENT

The failed bills are the easiest material in this file to misuse, in either direction. Failure to enact the 2025 framework does not mean the Legislature rejected mandatory recreational covenants, and failure to enact the 2026 substitute does not mean the Legislature endorsed them. A bill can die for reasons that have nothing to do with its subject. The analytically defensible statement is narrow. The Legislature has twice taken up the question of mandatory charges payable to privately owned Clubs and has twice ended the session without changing the law. Connerton's charge is therefore governed by the statute as it stood, which is the question Gundel addressed and which no Connerton court has yet reached.

SECTION 02

Purpose

This assessment was conducted to establish the factual, structural, and statutory risk architecture surrounding the Club at Connerton II (Conner House) in Pasco County, Florida, and to determine what the available evidentiary record proves, what it does not prove, and what further records would be required to strengthen, narrow, or alter the principal conclusions. The assessment supports decision-making by any party, whether homeowner, association board, counsel, or regulator, who requires a defensible factual foundation before evaluating legal options, compliance obligations, or further investigative action. [5, 24]

This assessment does not attempt to render a legal opinion, determine the enforceability of any contractual provision, adjudicate whether any entity has violated Florida law, or advise any party to take or withhold any action. It does not purport to reconstruct the full financial history of the Club or the complete governing-document lineage. It does not substitute for independent legal counsel's analysis of the statutory questions identified.

Objective

The investigative objective is to establish and document the factual and structural architecture of the Club at Connerton II with sufficient rigor that a decision-maker, whether homeowner, association board member, counsel, or regulator, can evaluate the legal, financial, and enforcement risks associated with the mandatory Club payment obligation, the fee composition, and the claimed enforcement remedies. The assessment supports the decision of whether further collection, legal analysis, or formal proceedings are warranted.

Primary Intelligence Question

What is the factual basis, evidentiary strength, and evidentiary limit of the identified risk indicators arising from the mandatory Club payment, fee composition, enforcement architecture, and statutory framework governing Club at Connerton II?

Supporting Intelligence Questions

- What legal entities own, control, and manage the HOA, the Club, and the Club facilities, and what is the documented relationship among them? [8, 9, 10, 24]
- What recorded instruments obligate which parcels to pay, and what is the documented fee architecture, including the distinction between the Club Membership Fee and Club Expenses? [5, 21, 23, 24]
- What Chapter 720 provisions, including Sections 720.301(1), 720.308, and 720.3086, are potentially applicable to the Club payment obligation, and does the DRI exception under Section 720.308(1)(d) remove Connerton from that framework? [18, 19, 20, 22]
- What is the relationship between the Club Membership Fee, the Club Expenses charge, the purchase option formula, and the Club's actual financial performance? [23, 24]
- What enforcement remedies does the Club Plan claim, and which, if any, have actually been exercised against a Connerton II homeowner? [6, 13, 24]
- How do the comparable structures at Mirada and the Cassels settlement affect the analytical assessment, and what are the limits of those comparisons? [2, 7, 12, 14]

SECTION 03

Scope and Limitations

Scope

This assessment covers the following subjects, entities, jurisdictions, timeframe, and record categories:

Subjects. The ownership, fee, mandatory-payment, enforcement, and statutory-risk architecture of Club at Connerton II (operating as "Conner House"), and its relationship to Connerton II Community Association, Inc. (the HOA), Len-Connerton, LLC (the Club Owner), and Lennar Homes, LLC (the Declarant and developer). Comparative analysis extends to the Medley at Mirada Club (Pasco County) and the litigation in Cassels v. Southshore Bay Club, LLC (Hillsborough County), each within the limits of the records obtained. [5, 7, 14, 24]

Entities. Len-Connerton, LLC; Connerton II Community Association, Inc.; Lennar Homes, LLC; Signature One, LLC (management attribution only); Freedom Mortgage Corporation and Eric Palomino (as parties in the Palomino foreclosure notice); Len-Medley at Mirada Club, LLC and Southshore Bay Club, LLC (as comparators). [2, 6, 8, 9, 10, 13]

Jurisdictions. Pasco County, Hillsborough County, Osceola County, and Polk County, Florida, and the Sixth, Ninth, Tenth, and Thirteenth Judicial Circuits. The United States District Court for the Middle District of Florida, Orlando Division, for the remanded ChampionsGate action. Florida Sixth District Court of Appeal and Supreme Court of Florida for Gundel. The Florida Legislature for the 2025 and 2026 bill records. [16, 17, 27, 44]

Timeframe. From the recorded Connerton development-of-regional-impact approval, reported as 2000, through the analytical cutoff date of 8 October 2026. [15, 24]

Record categories. Recorded governing instruments, including Club Plans, Community Declarations, and amendments; Florida Division of Corporations filings; Pasco County Clerk official-records index data; party court filings and judicial orders from four Florida circuits and one federal district court; published foreclosure notices; Florida statutory provisions under Chapter 720; Florida appellate opinions and orders; Florida Senate and House bill histories, texts, and committee staff analyses; a securities filing; court-appointed settlement administrator statements; secondary reporting and published opinion; resident communications and a homeowner petition; corporate marketing materials; and a U.S. Army Corps of Engineers public notice.

Out-of-Scope Matters

The following were intentionally excluded:

- Individual homeowner financial accounts or collection actions other than the Palomino notice. No individual homeowner's payment history, delinquency, or dispute is assessed.
- Title searches or lien searches beyond Pasco County Clerk index metadata. A comprehensive title or lien search of all Connerton II parcels was not within the scope of this engagement.
- Federal or state tax analysis of Club Dues, sales tax treatment, or income tax consequences.
- Connerton West CDD and Connerton East CDD operations, budgets, and assessments, which are referenced only to the extent their existence appears in the recorded Declaration. No CDD financial, governance, or operational analysis was conducted.
- Actual construction, condition, or valuation of Club Facilities.
- Legal compliance opinions regarding the enforceability of any Club Plan provision, the applicability of arbitration clauses, or the validity of waiver provisions.

ABSENCE OF AUTHENTICATED FINANCIAL RECORDS: No Club budget, financial report, or profit-and-loss statement for Club at Connerton II was obtained. Every statement in this assessment concerning the Club's

financial performance is therefore a statement about contractual architecture, not about money actually received, spent, or retained.

SECONDARY REPORTING ON COMPARATORS: The Cassels Final Approval Order has been obtained and is cited directly for the terms of the injunction and the identity of the defendants. [3] The list of covered communities, and the Medley at Mirada comparison, still rest in part on reporting by a single outlet, which cites identifiable primary records this assessment did not obtain. Two reports from the same publisher do not corroborate each other. [12, 14]

CURRENCY OF THE ANALOGOUS DOCKETS. Posture in the analogous matters is verified only through the dated filing obtained in each. For ChampionsGate that is the joint case management report filed 10 August 2026, and the outcome of the conference scheduled for 4 September 2026 and any later arbitration order were not obtained. For Bellalago it is the securities filing for the period ended 31 March 2026. For TerraLargo it is the administrator's statement retrieved 8 October 2026, which reports a scheduled distribution. No statement in this assessment should be read as describing the position of any of those dockets on the date of reading. [26, 31, 33]

NON-DURABLE RETRIEVAL PATHS: Several citations resolve through systems that do not produce stable addresses. Florida Division of Corporations document links carry session parameters, and the Hillsborough County Clerk case portal returns results through a search interface. Where this applies, the reference records the document number, filing date, and retrieval date so the record can be located again by search. [2, 8, 9, 10]

SECTION 04

Subject Company Profile

The entities below are those with a documented role in the ownership, management, or assessment of Connerton II parcels. Status and verification reflect the most recent filing or record obtained.

Entity	Type	Registration	Principal address	Status	Verification
Len-Connerton, LLC	Florida LLC, Club Owner	L20000156565	5505 Waterford District Drive, Miami, Florida	Active	Florida Division of Corporations [9]
Connerton II Community Association, Inc.	Florida not-for-profit, HOA	N20000006597	12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida	Active	Florida Division of Corporations [8]
Lennar Homes, LLC	Florida LLC, Declarant and sole authorized member of the Club Owner	Listed as AMBR of Len-Connerton	5505 Waterford District Drive, Miami, Florida	Active	Florida Division of Corporations [9]
Signature One, LLC	Florida LLC, management attribution only	L23000181110	393 Interstate Boulevard, Sarasota, Florida	Active	Florida Division of Corporations [10]; management role unverified [23]
Connerton East CDD	Special-purpose government, Chapter 190	Not applicable	3434 Colwell Avenue, Suite 200, Tampa, Florida	Active	District meeting records [1]
Len-Medley at Mirada Club, LLC	Florida LLC, comparator Club Owner	Named in the Mirada Club Plan	Not independently verified	Not verified	Recorded instrument [7]

Lennar Homes, LLC and Len-Connerton, LLC report the same principal street address in their state filings, which places the Declarant and the Club Owner at a common address. [9, 14]

SECTION 05

Investigative Summary

This investigation examined the recorded governing instruments, corporate filings, statutory provisions, judicial authority, and publicly available records bearing on the mandatory Club payment architecture at Connerton II, a Lennar-developed residential community in Pasco County, Florida.

The recorded Club Plan for Club at Connerton II (Instrument 2020151654) and the Community Declaration for Connerton II (Instrument 2020153204) together establish a dual-obligation structure: homeowners pay HOA assessments to Connerton II Community Association, Inc., and separately pay mandatory Club Dues to Len-Connerton, LLC, a Florida limited liability company whose sole authorized member is Lennar Homes, LLC. The Club Dues consist of a $34.00 monthly Club Membership Fee and a $34.06 monthly share of Club Expenses, plus applicable sales tax, for a reported total of $70.44 per month as of the investigation cutoff. The Club Plan expressly states that the Club Owner intends to generate profit, separates the Membership Fee from the reimbursable expenses, and contains a purchase option under which the HOA may acquire the Club at a price calculated by capitalizing the annual aggregate Membership Fee stream at 6%. Section 9 of the Club Plan claims a first-priority lien and foreclosure authority for unpaid Club obligations. [5, 8, 9, 21, 23, 24]

The investigation identified that the Connerton DRI was approved in 2000, which weighs against the applicability of the Section 720.308(1)(d) exception for communities included in an effective DRI order as of October 1, 1995. The investigation further identified that Florida's Sixth District Court of Appeal, in Avatar Properties, Inc. v. Gundel (2023), affirmed a trial court's conclusion that a structurally similar mandatory developer Club Membership Fee constituting pure profit violated Section 720.308, and that the Supreme Court of Florida declined review. The investigation located a published foreclosure notice naming Len-Connerton, LLC d/b/a Club at Connerton II as a defendant in a mortgage foreclosure, but did not establish the basis for that joinder. [6, 15, 16, 17]

The investigation identified materially similar Club Plan architectures at Medley at Mirada in Pasco County, including mandatory membership, a separate Membership Fee, profit language, a six percent capitalization purchase option, Section 9 lien provisions, and class-action restrictions. [7] It obtained the Cassels Final Approval Order entered 18 September 2026 and the joint motion for approval with the executed settlement agreement at Exhibit A. The order permanently enjoins the defendants from asserting Club liens or initiating foreclosure for unpaid Club Dues under Section 9 of their Club Plans and requires repeal of that section within forty-five days, while preserving suspension rights under Section 15. The agreement defines nine covered communities and nine covered club plans, and there are ten defendant entities. The order eliminates no Membership Fee and creates no class refund fund. Connerton is not among the covered communities and Len-Connerton, LLC is not a defendant. [3, 4]

The investigation identified three further Florida matters challenging comparable mandatory developer-Club charges and obtained primary filings in each. Chelbian, in Osceola County, is certified and pending, with collection of the Membership Fee ceased at Bellalago from 1 December 2023 with rights reserved and a trial reported scheduled for the first quarter of 2027. [29, 30, 31] Heymann and Schwarz, also in Osceola County, was remanded from federal court on jurisdictional grounds in March 2026 and was an active complex Business Court action in the joint case management report filed 10 August 2026, with a renewed motion for individual arbitration fully briefed and unresolved. [25, 26, 27] Pena, in Polk County, was resolved by a settlement providing a $650,000 class common fund with no admission of liability, and the administrator reports distribution approved with payments scheduled for early October 2026. [32, 33, 34] The investigation also established that the Florida Legislature considered and failed to enact frameworks addressing mandatory recreational covenants in both the 2025 and 2026 sessions, so no enacted statute adopts or prohibits the charge

model and the governing law remains the existing Chapter 720 text as construed in Gundel. [38, 39, 43, 44, 45, 46]

The investigation did not obtain any authenticated Club financial report, budget, or profit-and-loss statement; did not locate any recorded Club lien against a Connerton homeowner; did not acquire any Connerton purchaser deed or purchase agreement; and did not confirm whether any amendments to the Connerton Club Plan have been recorded. The operative instruments in the Bellalago, ChampionsGate, and TerraLargo matters were not acquired, so the comparison with those three is structural rather than clause-level. These gaps limit the assessment's ability to determine actual Club profitability, confirm the operative text of the enforcement provisions, assess the operation of the dispute-resolution restrictions, or quantify the economic effect of the purchase formula.

SECTION 06

Factual Background

Connerton is a master-planned residential community in Land O' Lakes, Pasco County, Florida. The community was approved as a Development of Regional Impact (DRI #233) in 2000 according to a U.S. Army Corps of Engineers public notice. The DRI originally covered approximately 8,036 acres divided into eight villages, with subsequent transactions reducing the total acreage. [15]

Lennar Homes, LLC, a Florida limited liability company, is the Declarant for Connerton II and markets homes in the community across multiple product lines, with prices starting from the high $200,000s as of the investigation cutoff. [11]

The governance structure consists of three primary entities. Connerton II Community Association, Inc., the HOA, is a Florida not-for-profit corporation incorporated June 18, 2020, with its principal address at 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida. Its 2026 annual report lists Lori Campagna as President, Developer and Kelly Evans as DVP, with Home Encounter HECM, LLC as registered agent. [8]

Len-Connerton, LLC, the Club Owner, is a Florida limited liability company filed June 8, 2020, with a principal address at 5505 Waterford District Drive, Miami, Florida. Its 2026 annual report identifies Lennar Homes, LLC as its sole authorized member, with the report signed by John Hanaka as attorney-in-fact. [9]

Signature One, LLC is identified in resident communications as the Club Manager operating the facility under the Conner House designation. Signature One, LLC (Document No. L23000181110) is a Florida limited liability company with a principal address at 393 Interstate Boulevard, Sarasota, Florida, listing Monique Bosi, Jon Whittemore, and David Perritt as managers. A resident communication from the Club Manager identifies the facility as Conner House and carries the Signature One logo. [10, 23]

The development is served by two Community Development Districts, Connerton West CDD and Connerton East CDD. The Connerton East CDD's July 2022 board agenda and budget documents show the CDD levying operations and maintenance assessments and debt service assessments on Connerton II parcels, managed by Rizzetta & Company, with Lennar Homes, LLC granting wall easements within the CDD boundaries. [1, 5, 24]

The recorded Club Plan (Instrument 2020151654, 82 pages) was recorded September 14, 2020 at OR Book 10176, Page 1328. The Community Declaration (Instrument 2020153204, 123 pages) was recorded September 16, 2020 at OR Book 10177, Page 3444. Both were prepared by Christian F. O'Ryan of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. and executed by Marvin L. Metheny, Jr. as Vice President of Lennar Homes, LLC. [5, 24]

SECTION 07

Evidence

Documentary Evidence

The recorded Club Plan is the controlling document for this assessment and was obtained and read in full during this collection. Every Club Plan provision cited in Analytical Findings was verified against the recorded instrument at the section and clause level. The Mirada Club Plan, the Gundel opinion, and the Supreme Court order denying review were likewise obtained and verified in this collection rather than carried forward from a prior phase.

Record	Source type	Date	What it establishes	What it does not establish
Club Plan, Instrument 2020151654 (82 pp.) [24]	Recorded instrument, Pasco County	14 Sept. 2020	Mandatory membership, fee schedule, profit language, Section 9 lien and foreclosure, purchase option formula, class-action waiver, Club Owner identity	Actual financial performance, whether amendments exist, whether lien has been exercised
Community Declaration, Instrument 2020153204 (123 pp.) [5]	Recorded instrument, Pasco County	16 Sept. 2020	HOA structure, Club Plan supremacy clause, Club defined as non-Common Area, CDD relationships, assessment and enforcement provisions	Club financial operations, Club Manager identity, actual home count
Mirada Club Plan, Instrument 2019097941 (79 pp.) [7]	Recorded instrument, Pasco County	11 June 2019	Comparator text for clause-level comparison, fee schedule, Section 9, purchase option, profit language	Connerton's own financial performance; whether other communities use the same text
Len-Connerton, LLC Sunbiz filings [9]	Florida Division of Corporations	Filed 8 June 2020; 2026 report 1 May 2026	Entity existence, authorized-member listing of Lennar Homes, LLC, principal address	Complete equity chain, subsidiary structure, financial condition
Connerton II Association Sunbiz filings [8]	Florida Division of Corporations	Filed 18 June 2020; 2026 report 10 Apr. 2026	Entity existence, officer names, registered agent, principal address	Turnover status, current board composition, management contract terms
Signature One, LLC Sunbiz filing [10]	Florida Division of Corporations	Filed 2023; 2026 report 27 Feb. 2026	Entity existence, manager names, addresses	Whether entity manages Connerton, contract terms, fee-setting authority
Club Manager fee communication [23]	Resident communication, not independently authenticated	Undated, circa 2026	Reported fee breakdown of $34.00 plus $34.06 plus tax equals $70.44	Original date, authenticated sender, current billing status
Homeowner petition [21]	Change.org public page	Created 25 Aug. 2026	Reported fee amounts, announced start date, supporter count, resident concerns	Whether charge was implemented, legal classification, payee identity
Palomino foreclosure notice [6]	Published legal notice, Business Observer, reproduced by aggregator [13]	Published 14 Aug. 2026	Named defendants including Len-Connerton, LLC d/b/a Club at Connerton II, property description, sale date	Basis for joinder, lien outcome, Club Owner's role in the action
Cassels case summary [2]	Hillsborough County Clerk public case portal	Retrieved 5 Oct. 2026	Case identity 25-CA-006257, parties, status closed, filing date, judge reassignment	Settlement terms, contents of Doc. 80, docket events
USACE public notice [15]	Federal agency document	4 Mar. 2020	DRI #233 approval in 2000, project scope, wetland impacts	Original DRI order text, effective date, predecessor lineage

Record	Source type	Date	What it establishes	What it does not establish
Gundel opinion [17]	Official appellate opinion, Fla. 6th DCA	22 June 2023	Majority holding on fee versus expense, rejection of commercial-parcel shield, rejection of waiver defense	Application to Connerton's specific facts
Supreme Court order, SC2023-0946 [16]	Official court order	2 Nov. 2023	Review declined; Canady, J. would grant oral argument	Not a merits endorsement; no subsequent treatment checked
Medley Dispatch Cassels reporting [14]	Independent secondary reporting	1 Oct. 2026	Reported settlement terms: Section 9 repeal, 45-day deadline, retained Section 15 suspension, liability denial, covered communities	Not a primary document; reporter discloses not having reviewed the Club Plans or amended complaint
Medley Dispatch Mirada timeline [12]	Community record-derived reporting	Retrieved 5 Oct. 2026	Reported Mirada governance timeline, amendment history, financial data	Shares a publisher with the Cassels account and does not independently corroborate it
Connerton East CDD agenda and budget [1]	District management records	July 2022	CDD existence, assessment structure, Lennar wall easement, budget categories	Club financial operations, Club and CDD relationship
ChampionsGate renewed arbitration motion [25]	Party court filing, Osceola County	23 Apr. 2026	The defendants' contentions that Club membership is mandatory and appurtenant, that deed acceptance assumes the obligation, and that purchase-agreement arbitration and class-waiver provisions bar class treatment	That any of those contentions is correct; no ruling is supplied; nothing about the Connerton instruments
ChampionsGate joint case management report [26]	Joint party representations, Osceola County	10 Aug. 2026	Transfer to Business Court, complex designation, full briefing of the arbitration motion, two failed mediations, a scheduled September conference	Current status after 10 Aug. 2026; the outcome of the September conference; a court stay
ChampionsGate federal remand order [27]	Judicial order, M.D. Fla.	5 Mar. 2026	Jurisdictional return of the action to state court	Any merits determination on the Club-fee claims; a developer victory
Bellalago class certification order [29]	Judicial order, Osceola County	12 Nov. 2024	Certification on stipulation, the class period from 13 Aug. 2016, cessation of Membership Fee collection from 1 Dec. 2023 with rights reserved, documentation described as similar to Solivita's	That any charge was unlawful; a clause-level identity with Connerton
Bellalago class notice order [30]	Judicial order, Osceola County	23 Dec. 2024	Approval of the form and manner of class notice	Any merits finding
Bellalago notice of related cases [28]	Party court filing with attachments	9 Mar. 2021	Identification of the Pena and Gundel proceedings and the plaintiff's assertions of transferred developer rights, similar documents and overlapping counsel	Corporate succession; the attachments predate the 2023 Gundel merits opinion
Taylor Morrison Form 10-Q [31]	Securities filing, SEC EDGAR	Period ended 31 Mar. 2026	The issuer's reported Business Court transfer, a trial scheduled for Q1 2027, and identification of other similar amenity arrangements after Solivita	Liability; an accrual or disclosure is not an admission; the schedule beyond that filing date
TerraLargo settlement term sheet [32]	Primary settlement instrument, administrator-hosted	Undated term sheet	A $650,000 class common fund, $1.15 million separately for fees and costs, and an eligible period of 19 Aug. 2016 to 15 July 2021	An admission of liability; the final approval or distribution order
TerraLargo administrator statement [33]	Settlement administrator statement	Retrieved 8 Oct. 2026	The administrator's report that distribution was approved and payments scheduled for early Oct. 2026	That payments were mailed; the terms or date of the final order

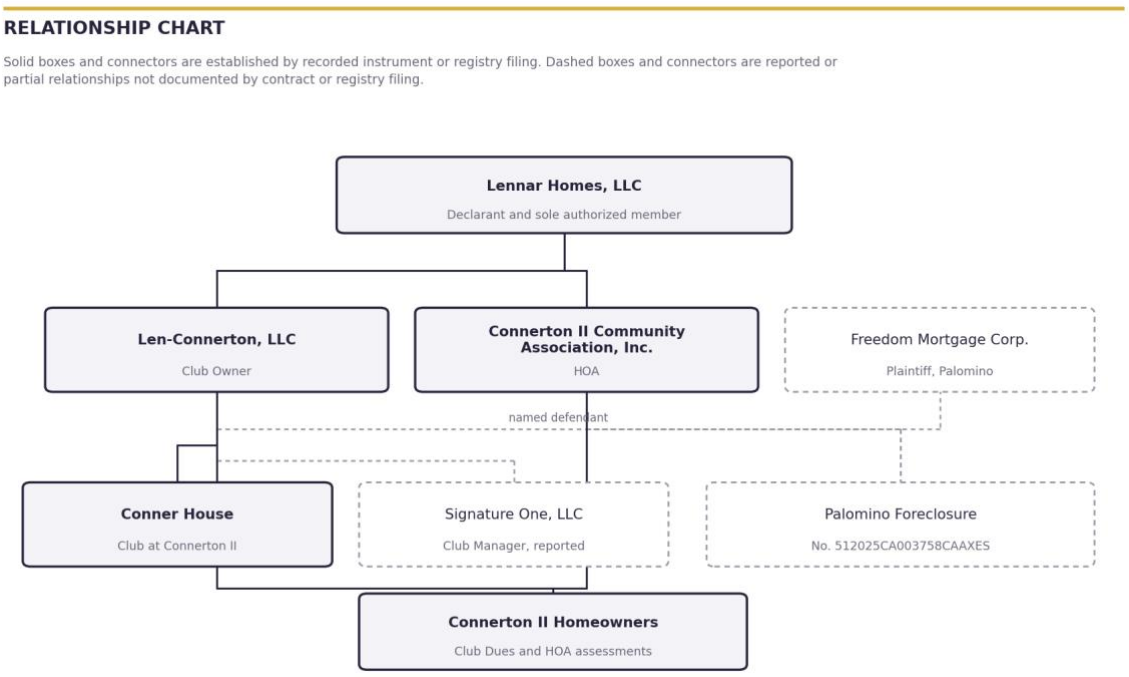
Record	Source type	Date	What it establishes	What it does not establish
TerraLargo answer and affirmative defenses [34]	Party court filing, Polk County	27 May 2025	The defenses asserted, including limitations, deed notice, contractual lien relation back, absence of lien standing, and offset for actual expenses	That any defense is meritorious; the collection schedule entries labeled as association lien foreclosures are not private Club foreclosures
Florida Senate and House bill records [38-46]	Official legislative records and committee staff analyses	2025 and 2026 sessions	The bill histories, votes, dates, text locations, and the staff explanations of each proposed framework	Enacted law; legislative intent; any adjudication of the legality of an existing charge
Reported industry support and advocacy [47-50]	Published opinion, secondary reporting, news index, historical reporting	Nov. 2017; Apr. to May 2025	A first-person disclosure of a consultancy and coalition support, and reported correspondence and drafting activity attributed to the reporting	Authorship or control of bill text, direction of any legislator, misconduct, causation of an outcome, or a registration period

Timeline of Documented Events

Date	Documented event	Source
2000	Connerton approved as a Development of Regional Impact, DRI #233	[15]
13 Aug 2016	Start of the class period later certified in Chelbian (Bellalago)	[29]
19 Aug 2016	Start of the eligible period later set by the Pena (TerraLargo) settlement	[32]
11 Jun 2019	Medley at Mirada Club Plan recorded, Instrument 2019097941	[7]
8 Jun 2020	Len-Connerton, LLC filed with the Florida Division of Corporations	[9]
18 Jun 2020	Connerton II Community Association, Inc. incorporated	[8]
14 Sep 2020	Club Plan for Club at Connerton II recorded, Instrument 2020151654	[24]
16 Sep 2020	Community Declaration for Connerton II recorded, Instrument 2020153204	[5]
9 Mar 2021	Plaintiff's notice of related cases filed in Chelbian, identifying Pena and Gundel	[28]
15 Jul 2021	End of the eligible period later set by the Pena settlement	[32]
22 Jun 2023	Avatar Properties, Inc. v. Gundel decided, Fla. 6th DCA	[17]
2 Nov 2023	Supreme Court of Florida declines review, SC2023-0946	[16]
1 Dec 2023	Membership Fee collection ceased at Bellalago with rights reserved, as recorded in the certification order	[29]
12 Nov 2024	Stipulated and agreed class certification order entered in Chelbian	[29]
6 Dec 2024	Amended complaint filed in Pena	[35]
23 Dec 2024	Order approving class notice entered in Chelbian	[30]
29 Apr 2025	Published opinion disclosing a Lennar consultancy and coalition support for HB 579	[47]
27 May 2025	Defendants' answer and affirmative defenses filed in Pena	[34]
16 Jun 2025	SB 1118, HB 1209 and HB 983 die; the 2025 recreational-covenant framework is not enacted	[38, 40]
1 Jul 2025	Cassels v. Southshore Bay Club, LLC filed, Hillsborough County	[2]
3 Feb 2026	Regulated Industries approves the CS/SB 1498 committee substitute, 7 to 0	[44]
5 Mar 2026	Federal remand order entered in Heymann (ChampionsGate), Doc. 134	[27]
13 Mar 2026	CS/SB 1498 dies in the Appropriations Committee on Agriculture, Environment, and General Government	[44]

Date	Documented event	Source
31 Mar 2026	Period end of the Form 10-Q reporting a Bellalago trial scheduled for Q1 2027	[31]
23 Apr 2026	Renewed motion for individual arbitration and to strike class allegations filed in Heymann	[25]
1 May 2026	Heymann transferred to Business Court; designated complex 22 July 2026	[26]
30 Jul 2026	Joint motion for final approval, with the settlement agreement at Exhibit A, filed in Cassels	[4]
10 Aug 2026	Joint case management report filed in Heymann; latest verified posture in that matter	[26]
14 Aug 2026	Palomino foreclosure notice published	[6]
25 Aug 2026	Connerton II homeowner petition created	[21]
4 Sep 2026	Conference scheduled in Heymann; outcome not obtained	[26]
17 Sep 2026	Palomino foreclosure sale advertised	[6]
18 Sep 2026	Final Approval Order, Declaratory Judgment and Judgment of Dismissal with Prejudice entered in Cassels	[3]
Early Oct 2026	TerraLargo administrator reports distribution approved and payments scheduled; mailing not confirmed	[33]
8 Oct 2026	Analytical cutoff	[--]
2 Nov 2026	Forty-five day target for repeal of Section 9 in the nine Cassels communities, subject to legal computation	[3]

Relationship Chart



Solid boxes and solid connectors are established by recorded instrument or registry filing. Dashed boxes and connectors are reported or partial relationships not fully documented by contract or registry filing. The management relationship between Signature One, LLC and the Club rests on a resident communication and the entity's own registry filing, with no management agreement obtained. [8, 9, 10, 23, 24]

ANALYST COMMENT

The relationship between Len-Connerton, LLC as Club Owner, Lennar Homes, LLC as Declarant and authorized member, and the Association, whose reported officers hold Declarant-affiliated titles, creates a structural alignment in which the party imposing the fees, the party connected to the Association, and the party that would decide whether to exercise the purchase option are all within the same corporate family. This is a structural fact, not an allegation of impropriety. The Connerton East CDD is a separate Chapter 190 special-purpose government with its own assessment authority, and its assessments are distinct from Club Dues. [2, 10]

Excluded and Unresolved Records

Excluded. No records were excluded on the basis of inauthenticity or contradiction. An employment listing for Signature One was reviewed as a contextual lead and is not cited in support of any finding regarding Signature One's contractual authority or legal relationship to Connerton.

Unresolved attribution. The Club Manager fee communication has not been independently authenticated as to sender, date, or current applicability, and is used as a reported-amount source only [23]. The Medley Dispatch Cassels and Mirada reporting is secondary and shares a single publisher; primary Cassels documents have not been obtained [12, 14]. The Hillsborough Clerk case summary confirms case identity but returned no event rows, which is a system limitation rather than evidence of an empty docket [2].

SECTION 08

Financial Analysis and Indicators

The financial evidence available for Club at Connerton II is limited to the fee schedule at Exhibit C of the recorded Club Plan, the reported current monthly charges, and the contractual framework for fee allocation and purchase valuation.

Fee architecture. Exhibit C establishes a scheduled Club Membership Fee rising from $22.00 per month in 2020 by $2.00 each year to $40.00 per month in 2029, with fees after 2029 to be determined by the Club Owner. The reported current charges as of 2026 are $34.00 for the Membership Fee, $34.06 for Club Expenses, and $2.38 reported as applicable sales tax, totaling $70.44 per month. The arithmetic reconciles, since $34.00 plus $34.06 is $68.06 and the $2.38 balance is consistent with a tax line, but the taxable base, rate, and remittance have not been authenticated. Section 6.3 of the Club Plan provides that sales tax is currently payable on the entire amount of Club Dues. [21, 23, 24]

Annualized obligation. At the reported monthly rate the annualized obligation per household is approximately $845.28, comprising $408.00 in Membership Fees, $408.72 in Club Expenses, and $28.56 in tax. This is an arithmetic projection from a reported monthly figure, not actual collections. [23]

Purchase option formula. Section 5.5 provides for a purchase price resulting from “the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs.” The formula uses the Membership Fee stream alone and not total Club Dues. The mandatory Membership Fee therefore both generates revenue for the Club Owner and sets the price at which the Association may acquire the Club. The option must be exercised within 90 days of the Option Date by majority resolution of the Board. The number of obligated homes has not been established, so no aggregate valuation is computed. [24]

Profitability. No authenticated budget, financial statement, or profit-and-loss report for Club at Connerton II has been obtained. The Club Plan expressly contemplates profit at Section 2.2 and acknowledges commercial purpose at Section 2.3, but contractual intent does not establish that the Club generates or has generated net profit. Secondary reporting on the comparable Mirada Club shows reported net losses of $665,872 in 2025 and $693,817 in 2024. Secondary reporting on the Cassels settlement attributes to those defendants the assertion that the operational clubs have suffered substantial losses on Club Dues. These figures concern other clubs and are not evidence of Connerton's financial position. [12, 14, 24]

Scenario Analysis

Scenario A: the Membership Fee functions as profit extraction. The express separation of the Fee from Expenses, the profit language, and the Fee's role in the purchase formula support the inference that the Fee is designed as a revenue stream above cost recovery. This is the structural theory tested in Gundel. Contradicting evidence: no verified accounting establishes actual profit, and comparable clubs reportedly operate at losses.

Scenario B: the Membership Fee is absorbed by overall Club costs. If the Club operates at a loss, the Membership Fee may not in practice generate profit even though it is contractually designated as separate. Contradicting evidence: the contractual distinction between Fee and Expenses indicates a structural purpose beyond cost reimbursement, and the Fee is used in a valuation formula independent of expenses.

Neither scenario can be resolved without authenticated Connerton Club financial records.

SECTION 09

Litigation Summary

Avatar Properties, Inc. v. Gundel, 372 So. 3d 715 (Fla. 6th DCA 2023), Case No. 6D23-170. Appeal from the Circuit Court for Polk County, Judge Wayne M. Durden, decided 22 June 2023, Cohen, J. The Sixth District affirmed summary judgment for homeowner Norman Gundel, holding that a mandatory developer Club Membership Fee constituting pure profit violated Section 720.308 because the statute limits assessments to the member's proportional share of expenses. The majority rejected the arguments that Chapter 720 did not apply to the developer's commercial Club property under Section 720.302(3)(b) and that homeowners had waived their statutory protections, and noted that Avatar had brought its own foreclosure actions under Chapter 720. Stargel, J. specially concurred. White, J. dissented, reading Section 720.308(1)(a) to reach only assessments levied by the association under its annual budget. The Supreme Court of Florida declined review on 2 November 2023 in Case No. SC2023-0946, with Canady, J. noting he would grant oral argument. This is an appellate opinion, binding within the Sixth District and persuasive statewide. It has not been applied to Connerton in any proceeding. [16, 17]

Cassels v. Southshore Bay Club, LLC, et al., Case No. 25-CA-006257 (Fla. 13th Jud. Cir., Hillsborough County). Filed 1 July 2025, assigned to Judge Darren D. Farfante after transfer from Judge L. Paul Huey. The Final Approval Order, Declaratory Judgment, and Judgment of Dismissal with Prejudice was electronically filed on 18 September 2026 at 11:49 AM, following a final fairness hearing on 14 September 2026 on a Settlement Agreement dated 24 July 2026. [3] The order permanently enjoins the defendants from asserting any claim of lien or initiating any foreclosure action for unpaid Club Dues under Section 9 of their Club Plans, requires them to repeal Section 9 within 45 days of entry of judgment, and preserves their rights under Section 15 to suspend membership for unpaid dues. [3] The ten named defendants are Southshore Bay Club, LLC; Epperson Club, LLC; Brightwater Club, LLC; Mirada Club, LLC; Curiosity Creek Traditional Club, LLC; Seaire Club, LLC; Angeline Club, LLC; Normandy Club, LLC; Diamond Springs Club, LLC; and Sandal Key Club, LLC. [3] The court certified a settlement class of current homeowners in a Community as that term is defined in the Settlement Agreement, found that class notice, opt-out and objection rights were not required because the relief is injunctive only, approved $175,000 in attorneys' fees and costs and $5,000 service payments to each plaintiff, dismissed the action on the merits with prejudice, and retained jurisdiction over enforcement. [3] The defendants deny all liability and expressly preserved their rights to compel individual arbitration and to strike class allegations. [3] This is a settlement approval, not a merits adjudication or an admission of liability. The Settlement Agreement at Exhibit A to the Joint Motion has since been obtained and defines the nine covered communities and the nine covered club plans. [4]

Release and effectiveness, read from the incorporated agreement. The class release concerns injunctive claims and expressly excludes class monetary claims. The named plaintiffs' individual release is broader and includes monetary claims. The agreement allocates $150,000 of the fee award to Southshore Bay and $25,000 to the other defendants, which is counsel compensation rather than resident restitution. Effectiveness is defined by the thirty-fifth business day after judgment absent an appeal, with a separate rule if an appeal is taken, and that date is distinct from both the forty-five day amendment requirement and the agreement's payment deadlines. The forty-five day calendar target is 2 November 2026, subject to legal computation; actual recording of the amendments and compliance are not verified. The defendants' representation that the Clubs operated at substantial losses is a litigation position, not an audited finding. [3, 4]

Brian Heymann and Steve Schwarz v. LEN-CG SOUTH LLC, et al., Case No. 2024-CA-003538-OC (Fla. 9th Jud. Cir., Osceola County); Heymann v. LEN-CG South LLC, No. 6:25-cv-00466-PGB-NWH (M.D. Fla.). A challenge to mandatory Club membership and fees at the Oasis Club at ChampionsGate, a Lennar-affiliated community. The federal action was remanded to state court on 5 March 2026 by order at Doc. 134. The remand

was jurisdictional and decided none of the Club-fee claims on their merits; earlier federal pleading dismissals should not be read as a final developer victory. [27] In state court the defendants filed a renewed motion on 23 April 2026 seeking individual arbitration, striking of the class allegations, and judicial notice, relying on arbitration provisions in the original purchase agreements, affiliate coverage, successor and running-with-the-land language, deed covenants, and class waivers. The motion describes Club membership as mandatory and appurtenant to the property and describes acceptance of a deed as assumption of the obligation. These are the defendants' arguments and reproduced contractual provisions, not a ruling. [25] The joint case management report filed 10 August 2026 records transfer to Business Court on 1 May 2026, designation as complex on 22 July 2026, full briefing of the arbitration motion with oral argument granted and no date set, the parties' agreement that arbitration be resolved before merits progression, two unsuccessful mediations before Frederick J. Lauten on 15 January and 18 May 2026, and a conference scheduled for 4 September 2026. The parties' proposed discovery and stay approach is not itself a court stay order. [26] Verified posture extends only through the 10 August 2026 report. The outcome of the September conference and any later arbitration order were not obtained, and the motion and the report contain inconsistent historical complaint and removal dates that were not reconciled from the underlying federal docket.

Chelbian v. Avatar Properties, Inc., et al., Case No. 2020-CA-002033-OC (Fla. 9th Jud. Cir., Osceola County). A challenge to mandatory Club fees at Bellalago. A stipulated and agreed class certification order was entered 12 November 2024. It records the parties' earlier agreed stay pending the Solivita proceedings, describes the Club documentation as similar but not identical to Solivita's, identifies cessation of Membership Fee collection from 1 December 2023 with rights reserved, and certifies a class of qualifying current and former owners who paid relevant dues from 13 August 2016. An order approving class notice was entered 23 December 2024. Neither order is a merits finding that any charge was unlawful. [29, 30] Taylor Morrison Home Corporation's Form 10-Q for the period ended 31 March 2026 reports transfer to Business Court, a trial scheduled for the first quarter of 2027, and the identification of other similar amenity arrangements following Solivita. A litigation accrual or disclosure is not an admission of liability, and the schedule is the company's reported position at that filing date. [31] A plaintiff's notice of related cases filed 9 March 2021 identifies the Pena and Gundel proceedings and attaches earlier orders. Its assertions concerning transferred developer rights, similar documents, and overlapping counsel are party representations and are not independent proof of corporate succession; the attachments predate the 2023 Gundel merits opinion. [28]

Raymond Pena, Jr. v. OK TerraLargo, LLC, et al., Case No. 2020-CA-002588 (Fla. 10th Jud. Cir., Polk County, Div. 11). A challenge to mandatory Club fees at TerraLargo, resolved by settlement. The term sheet provides $650,000 to a class common fund and a separate $1.15 million for attorneys' fees and costs, with administration and any approved representative incentive paid from the common fund. The eligible period is 19 August 2016 through 15 July 2021 for qualifying current and former owners who paid a Membership Fee. The settlement contains no admission of liability. [32] The administrator's current statement reports that distribution was approved and that payments were scheduled for early October 2026; its court-documents page retains an older entry stating that a mailing date was not set. Scheduled mailing is not confirmed mailing, and the final approval and distribution order was not obtained. [33] The defendants' answer filed 27 May 2025 asserts estoppel, waiver, ratification, limitations, repose, laches, deed notice, contractual lien relation back, lack of standing on lien claims because no lien had been filed against the named plaintiff, and offset for actual Club expenses. These are contested assertions, not judicial findings. [34] The answer also appends collection materials; entries expressly labeled as homeowners association lien foreclosures cannot be recast as private Club foreclosures. The 2021 association acquisition context distinguishes TerraLargo from Connerton's unexercised purchase option, and the executed conveyance and amendments were not obtained. The amended complaint and its appended exhibits were published by the administrator in four parts, some exhibit parts were unavailable in live retrieval, and the TerraLargo profit clause is not reverified at the clause level in this assessment. [35]

Freedom Mortgage Corporation v. Eric Palomino et al., Case No. 512025CA003758CAAXES (Fla. 6th Jud. Cir., Pasco County). A published foreclosure notice identifies Len-Connerton, LLC d/b/a Club at Connerton II and Connerton II Community Association, Inc. among the defendants, with Freedom Mortgage Corporation as plaintiff. The property is Lot 1, Block 8, Connerton Village 4 Phase 1. The sale was advertised for 17 September 2026. The case file, including the complaint, lis pendens, and any recorded interests, was not obtained, and the sale outcome is unresolved. [6, 13]

SECTION 10

Comparative Analysis

Analog Matters Compared

Five Florida matters involving mandatory developer-Club charges were compared. The matrix states what each source establishes, the point of comparison with Connerton, and the limit beyond which the comparison does not carry.

Matter	Established source and outcome	Connerton comparison	Critical limit
Gundel / Solivita (Fla. 6th DCA)	Published appellate majority construing Section 720.308; Supreme Court of Florida declined review. [16, 17]	Mandatory private Club, separate expenses and a profit-related membership charge, lien consequences.	Binding reasoning must be applied to proved facts. No automatic prohibition on every private Club or mandatory charge.
Chelbian / Bellalago (Osceola)	Stipulated class certification and notice orders; cessation of fee collection with rights reserved; trial reported scheduled for Q1 2027. [29, 30, 31]	Related developer Club model; express litigation comparison with Solivita and TerraLargo.	Certification and a related-case notice do not decide fee legality.
Heymann and Schwarz / ChampionsGate (Osceola; M.D. Fla.)	Jurisdictional remand 5 Mar. 2026; renewed arbitration motion 23 Apr. 2026; active complex action in the 10 Aug. 2026 report. [25, 26, 27]	Mandatory Club membership with deed and purchase-agreement successor and class-waiver arguments.	Remand is jurisdictional. No supplied ruling adjudicates the arbitration theory.
Cassels (Hillsborough)	Final approval 18 Sept. 2026; incorporated settlement restricting liens and foreclosure and requiring repeal of Section 9, retaining suspension rights. [3, 4]	Section 9 collection language is the direct comparison target.	Binds covered parties and communities. Connerton is excluded. No precedential liability ruling.
Pena / TerraLargo (Polk)	Settlement term sheet, asserted defenses, administrator distribution status. [32, 33, 34]	Expense and membership split, deed notice, lien standing, and offset defenses.	Settlement is not an admission. Association lien foreclosure references do not prove private Club foreclosures.

Connerton and Mirada: Clause-Level Comparison

Both recorded Club Plans were obtained in this collection, which permits a direct textual comparison. The two instruments share an identical section architecture: the same numbered top-level sections with the same titles, and the same subsection numbering and headings through Sections 2, 5, 6, and 9.

Six provisions material to this assessment were compared clause by clause. Similarity is reported twice: raw, and normalized to neutralize the community name, the Club Owner name, and exhibit letters, which are the fields that necessarily differ between two communities.

Provision	As recovered	Names normalized	Differences
2.2 Value, profit intent	98.0%	99.5%	Community name only
2.3 Product Purchased, commercial use	97.5%	99.9%	Community name; recital year 2019 against 2018
5.5 Association's Option to Purchase, 6% capitalization	98.1%	99.6%	Club Owner name and address; exhibit letters
6.1 Club Expenses	99.6%	99.7%	None beyond transcription artifacts
6.2 Club Membership Fee	99.4%	99.8%	Fee schedule exhibit letter, C against D
9.1 Claim of Lien	100.0%	100.0%	None

Section 9.1, which creates the continuing first lien in favor of the Club Owner and provides that it relates back to recording and is superior to the Association's lien for assessments, is character-for-character identical in the two instruments. Residual differences in the other provisions, after normalizing names and exhibit letters, are transcription artifacts from optical character recognition of two scanned recordings rather than textual variance.

Both instruments contain the same Section 2.2 sentence stating that the Club Owner invests on the basis that the Club Property will eventually generate a substantial profit, and the same capitalized acknowledgment at Section 2.3 that the Club operations and Club Property are non-residential uses intended by the Club Owner as commercial uses with the intention of generating a profit to the Club Owner. [7, 24]

The fee schedules differ materially in amount. Connerton's Exhibit C runs from $22.00 per month in 2020 to $40.00 per month in 2029. Mirada's corresponding schedule runs from $47.00 per month in 2019 to $61.00 per month in 2026. Both escalate by $2.00 per year. The architecture is shared; the price point is not. Mirada's 2026 Membership Fee is approximately 1.8 times Connerton's for the same year. [7, 24]

What the comparison establishes and what it does not. It establishes that these two recorded instruments share their operative text for the provisions examined, which converts the previously inferred architectural similarity into a documented one. It does not establish how many other communities use the same text, that any party maintains it as a formal template, or that the Connerton Club has performed as the Mirada Club has. Six provisions were compared, out of complete instruments of 82 and 79 pages. [7, 24]

Connerton and Solivita (Gundel)

Both communities feature a developer-owned Club separate from the HOA, mandatory parcel-linked membership and dues, a Club Membership Fee contractually distinct from Club Expenses, express profit language, and claimed lien and foreclosure remedies. In Gundel the court found that Avatar's Club fee constituted pure profit, and that Avatar consistently invoked Chapter 720 in its own foreclosure actions, a factual element the majority cited. At Connerton the Club Plan separates the Fee from Expenses and contemplates profit, but no evidence has been obtained that Len-Connerton has invoked Chapter 720 in enforcement actions or that the Fee in practice generates profit. The specific means by which Club Dues were collected at Solivita, through the association's billing process, has not been verified at Connerton from primary records. [5, 17, 24]

Connerton and Cassels

The Final Approval Order permanently enjoins ten named club companies from asserting a lien or initiating foreclosure for unpaid Club Dues under Section 9 of their Club Plans, and requires repeal of Section 9 within 45 days. [3] Connerton is not a party and Len-Connerton, LLC is not among the named defendants, so the order imposes no obligation on the Connerton Club Plan. The relief is injunctive, the defendants denied liability, and the order is not a merits determination. [3] The Settlement Agreement defines Community as the master planned communities of Angeline, Brightwater, Curiosity Creek, Diamond Springs, Epperson, Mirada, Sandal Key, Seaire and Southshore Bay, and defines Club Plans as the club plans for the Angeline Club, Brightwater Club, Club Southshore Bay, Curiosity Creek Traditional Club, Diamond Springs Club, Epperson Club, Mirada Club, Sandal Key Club and Seaire Club. [4] Nine communities and nine club plans are covered. Normandy Club, LLC is a named defendant, but no Normandy community or club plan appears in either definition. [3, 4]

The Medley at Mirada instrument is outside the settlement's defined scope. The covered club plan is the one for the Mirada Club, and the Settlement Agreement identifies Mirada Club, LLC by that short name. [4] The recorded instrument compared in this assessment is the Club Plan for Medley at Mirada Club, Instrument 2019097941, whose Club Owner is identified in the instrument as Len-Medley at Mirada Club, LLC. [7] Medley at Mirada is served by its own recorded club plan, and neither that instrument nor its Club Owner appears in the

Settlement Agreement's definitions. The agreement names the Mirada Club and does not name the Medley at Mirada Club. On the face of those definitions the instrument compared in this assessment is not among the Club Plans the order requires to be repealed, so the textual identity established between the Connerton and Medley at Mirada instruments does not carry across to the enjoined provisions. [4, 7]

ANALYST COMMENT

Mirada is among the nine communities covered by the Cassels settlement, and the Mirada Club plan is among the nine club plans the order requires to be repealed. [3, 4] The instrument compared in this assessment is the Medley at Mirada Club Plan, which the Settlement Agreement does not name, so the comparison does not reach the enjoined text. Once the covered communities record their repeal amendments, due within 45 days of entry of judgment, the pre-amendment Section 9 text for a covered club plan becomes available on the public record, and a direct comparison against Connerton's operative Section 9 becomes possible for the first time. That is the single collection step that would convert the structural parallel into a documented one. [3, 4]

Connerton and Bellalago (Chelbian)

Bellalago is the analog closest to a practical outcome on the charge itself. The certification order identifies cessation of Membership Fee collection from 1 December 2023 with rights reserved, which is the only instance in the reviewed record of collection stopping in response to litigation. [29] The structural comparison is to a developer Club model in a related corporate family, and the certification order describes that documentation as similar to Solivita's without calling it identical. That description is the court's record of the parties' stipulated position. No clause-level comparison between the Bellalago and Connerton instruments was performed in this assessment, because the Bellalago operative instrument was not obtained. The class period reaching back to 13 August 2016 indicates the retrospective horizon sought in a comparable community, and the trial reported for the first quarter of 2027 is the company's position at the date of its filing. [29, 31]

Connerton and ChampionsGate (Heymann and Schwarz)

ChampionsGate is the analog most directly relevant to procedure. The defendants' renewed motion describes mandatory Club membership as appurtenant to property and acceptance of a deed as assumption of the obligation, and relies on arbitration provisions in the original purchase agreements together with affiliate coverage, successor and running-with-the-land language, deed covenants, and class waivers. [25] Section 23 of the Connerton Club Plan contains arbitration and individual-claim restrictions of the same general type. [24] The comparison establishes that dispute-resolution architecture is a real issue for any challenge to this fee model, and that the threshold question may be reached before the fee question. It does not establish that the ChampionsGate clauses appear in the Connerton instruments. Connerton's representative original-sale and resale deeds and purchase agreements have not been obtained, so successor notice, incorporation, assumption, affiliate coverage, delegation, class waiver, and assent cannot be assessed here. No supplied ChampionsGate ruling establishes the enforceability of any provision, at ChampionsGate or at Connerton. [25, 26]

Connerton and TerraLargo (Pena)

TerraLargo supplies the defense architecture. The asserted defenses identify the evidentiary positions a defendant in a comparable matter takes: limitations and repose, purchaser notice through the deed, contractual lien relation back, absence of standing on lien claims where no lien was filed against the plaintiff, and offset for actual Club expenses. [34] Three of those map onto open questions in this assessment. Connerton's Section 9 lien is drafted to relate back to 2020, no recorded Connerton Club lien was located, and no authenticated Connerton financial record exists against which an offset could be measured. [24] The structural comparison reported in the prior source review, of a Club plan anticipating substantial profit with mandatory ownership-linked membership and separation of expenses from Membership Fees, supports a structural comparison. The TerraLargo clause text was not reverified in the appended recorded exhibits. [35] The 2021 association

acquisition at TerraLargo also distinguishes it from Connerton, where the purchase option remains unexercised on the available record.

Gaps Preventing Further Comparison

A complete instrument-to-instrument comparison would require the full text of all operative amendments to both Club Plans, none of which have been obtained. The Gundel comparison is limited by the absence of verified information regarding Connerton's enforcement history and the means by which Club Dues have been collected. The Cassels comparison is limited by the absence of the Club Plans for the other covered communities.

SECTION 11

Statutory Applicability Analysis

The Club Plan states that the Club is separate from the Association and that Chapter 720 does not apply to it. [24] That statement is the drafter's position and is the starting point for analysis. Applicability under Chapter 720 is assessed provision by provision, against the relevant statutory version, the recorded obligations, the residential parcels burdened, and the enforcement conduct that actually occurred. The converse is equally true. The Club cannot be assigned every duty and remedy the chapter imposes on an association merely because it collects a mandatory parcel-linked charge. The assessment below identifies, for each provision material to this file, what the text reaches and what must be established before it can be applied. None of it is a legal opinion and none of it resolves the question, which is for a court.

Definitions, Section 720.301. The statutory assessment and amenity-fee definition reaches specified money payable to an association, to a developer, or to another owner of common areas or recreational facilities serving parcels, where the governing documents authorize the charge and attach lien consequences. The identity of the recipient is not limited to a nonprofit homeowners association. The Club Plan's mandatory residential covenant and its claimed lien provisions make each of those elements material here. Whether a particular charge satisfies all of them is a legal determination that has not been made for Connerton. [22, 24]

Scope and application, Section 720.302. The analysis addresses the residential community and the parcels burdened, not only the commercial characterization of the Club property. The Plan's disclaimer and the private ownership of the facility are relevant facts and do not by themselves decide scope. Any applicable statutory exclusion has to be identified in the text rather than assumed from the form of ownership. The Gundel majority declined to treat the commercial character of the amenity parcel as a shield on comparable facts. [17, 20, 24]

Assessments and charges, Section 720.308(1). The expense-based framework is the provision Gundel applied, and it is central here. Connerton's express separation of the Membership Fee from allocated Club Expenses creates a question squarely within that framework. Before the rule can be applied, the community creation date, the operative documents and their amendments, the source and use of the fees, and the applicable statutory version all have to be established. Profit contemplated in a recorded document and profit actually generated are different facts, and only the first is in evidence. [19, 24]

Development of regional impact exception, Section 720.308(1)(d). The exception concerns a development-of-regional-impact order effective as of 1 October 1995 and qualifying modifications. The federal agency notice describes Connerton's development-of-regional-impact approval in 2000, which materially weakens reliance on the exception. It does not substitute for the original county order, the predecessor-order history, the parcel coverage, or the amendment lineage. A development-of-regional-impact designation alone is insufficient, and the 2020 recording date does not itself establish when the community was created. [15, 19]

Liens, Section 720.3085. A statutory association assessment lien and a privately asserted contractual lien are different instruments with different consequences. Section 9 of the Club Plan invokes a contractual mechanism while selectively borrowing statutory treatment, providing that Club Dues are to be treated as if they were Association Assessments while also providing that they are in no manner deemed assessments subject to Chapter 720. What matters is what type of lien, if any, was actually recorded and enforced. No recorded Connerton Club lien was located in this collection, and nothing in the drafting establishes a valid statutory lien, a foreclosure entitlement, or a violation. [24, 36]

Developer financial reporting, Section 720.3086. This provision addresses recipients of mandatory recreational charges, including developers and facility owners, subject to its own terms and exclusions. It requires a report of receipts and itemized expenditures made available to parcel owners within sixty days after

the end of the fiscal year. The base Club Plan specifies a calendar fiscal year and expressly acknowledges this provision in the same clause that disclaims the rest of the chapter. No such report was located. Failure to locate a report is not proof that none was provided. [18, 24]

Transition of association control, Section 720.307. Turnover of association governance and acquisition of the privately owned Club property are separate inquiries with separate triggers. The statute supplies several alternative triggers, and each has to be applied to verified phase, buildout, and conveyance facts. The recorded purchase option in Section 5.5 of the Club Plan does not establish a statutory duty to convey the Club, and it does not establish that any conveyance would be without charge. Turnover status at Connerton is not independently verified. [24, 37]

Timing and dispute resolution. The statute governing creation, amendment, billing, and the specific collection conduct at issue has to be identified for each question. The statutory reference in a 2020 recorded instrument is not dispositive of later law. Arbitration, delegation, release, covenant succession, and class-waiver questions require separate analysis, and the ChampionsGate record illustrates their potential procedural importance without deciding anything about the Connerton provisions. [24, 25, 26]

TCRI assessment. A material question of statutory applicability and enforceability is established. A definitive finding of Connerton liability is not. The next decisive evidence is financial and parcel-specific, supported by the operative deeds, the recorded amendments, the collection records, and legal analysis that this assessment does not undertake.

> ANALYST COMMENT
>
> The categorical versions of this question are both wrong, and both are in circulation. The Club Plan's own position, that separation from the Association removes the arrangement from Chapter 720, is a drafter's assertion that a court has not tested at Connerton. The opposite position, that a mandatory parcel-linked charge automatically imports every obligation the chapter places on an association, has no support in the text either. What the statute actually does is reach specified money payable to a developer or facility owner where the governing documents authorize it and attach lien consequences, which is a description that Connerton's recorded terms fit on their face. Fitting the description is not the same as violating the provision. The gap between those two things is financial evidence, and that is exactly what this collection does not have.

SECTION 12

Legislative and Policy Context

Two legislative sessions have taken up the treatment of mandatory recreational covenants and privately owned Clubs. Neither produced an enacted change. The record is included because it is frequently cited in discussion of these arrangements and is as frequently misdescribed, in both directions.

2025 Recreational-Covenant Proposals

SB 1118 addressed recreational covenants and privately controlled recreational facilities. The Senate Community Affairs staff analysis of 19 March 2025 explains a proposed framework that would have permitted mandatory recreational covenants and contemplated profit, with specified disclosure and enforcement provisions. [38, 39] The bill received a 5 to 3 Community Affairs vote in March and died in Regulated Industries on 16 June 2025. HB 1209 and HB 983 also failed on 16 June 2025, and HB 579 was laid on the table on 30 April 2025. The text of HB 579 evolved and should not be treated as identical to the proposed framework in every related bill. SB 368 is additional context. [40, 41, 42] SB 1080 was enrolled as Chapter 2025-177, but its enrolled text did not enact the proposed recreational-covenant framework, and the passage of a related community association bill cannot be substituted for passage of that framework. [43]

What these proposals establish. They are unsuccessful attempts to alter or clarify the treatment of recreational covenants. Florida did not retroactively authorize charges of the Connerton type in 2025. The failure to enact a proposal also does not adjudicate the legality of any existing charge and does not establish that legislators adopted any particular reading of the existing statute.

CS/SB 1498 (2026)

CS/SB 1498 was filed by Senator Jennifer Bradley, with Senators Boyd and Garcia as co-introducers. The Committee on Regulated Industries approved a committee substitute 7 to 0 on 3 February 2026. The bill died on 13 March 2026 in the Appropriations Committee on Agriculture, Environment, and General Government. Its listed 1 July effective date was proposed and never became operative. [44] The substitute addressed developer-owned recreation property, governing documents, and mandatory Club arrangements, including proposed limits on profit-based charges and on lien-capable mandatory fees payable to privately owned Clubs, at pages 24 through 31 of the committee substitute text. [45] The Regulated Industries post-meeting staff analysis of 4 February 2026 discusses Gundel and characterizes portions of the proposal as codifying its approach. That characterization is staff analysis prepared for legislators. It is not an enacted rule and not a judicial holding. [46]

Change in direction. The 2026 proposal differs materially from the 2025 framework. The 2025 bills moved toward authorizing mandatory recreational covenants with contemplated profit. The 2026 substitute moved toward limiting profit-based and lien-capable charges payable to privately owned Clubs. The record shows a change in policy direction across two sessions. Neither proposal controls any current right, and no Connerton-specific intent or sponsorship is inferred from either.

Reported Industry Support and Legislative Advocacy

None of this material was independently verified. It is presented with the qualifications the sources require. In a published opinion dated 29 April 2025, Jeb Bush disclosed a consultancy with Lennar and the company's membership in a coalition supporting HB 579. That is a first-person statement of relationship and support by an interested participant, not independent legal analysis. [47] Reporting published 26 April 2025 by Jason Garcia describes public-record correspondence involving a lobbyist and subsequent drafting activity at a consulting firm, including reported references to Lennar and reported coordination involving another builder. The underlying emails, their attachments, the engagement terms, and the complete drafting chain were not

independently inspected for this assessment, and those details are attributed to the reporting. [48] A Florida Bar daily news summary dated 2 May 2025 indexes reporting on the proposal. It is a news index, not a Florida Bar legal opinion, and it is not necessarily independent of the same underlying email record. [49] A News Service of Florida item published 13 November 2017 reports that Ashley Kalifeh and other Capital City Consulting lobbyists registered for Lennar Ventures, LLC. This is historical secondary reporting, not an acquired official registration or evidence of 2025 bill-specific activity, payment purpose, or legislative control. [50]

What this evidence supports and what it does not. The sources support a qualified account of industry support for the 2025 proposals and of reported Lennar-related legislative advocacy concerning the private recreational-fee model. They do not establish that Lennar authored or controlled bill text, directed any legislator, engaged in bribery, fraud, or unlawful lobbying, caused the outcome of any bill, or undertook advocacy specifically to defeat the rights of Connerton homeowners. The 2025 support evidence also must not be combined with the different 2026 proposal as though the two were one campaign. Official registrations and the original correspondence would be required before any more specific claim could be made. [47, 48, 49, 50]

SECTION 13

Competing Explanations

Explanation 1: the Club Membership Fee is a prohibited profit extraction under Chapter 720. Supporting evidence: the Club Plan's express separation of the Fee from Expenses, the profit language at Section 2.2, the capitalized commercial-use acknowledgment at Section 2.3, the Fee's role in the purchase formula, and the structural parallels with the fee challenged in Gundel. The DRI approval in 2000 weighs against the Section 720.308(1)(d) exception. Contradicting evidence: no authenticated financial record establishes actual profit, the Gundel dissent advances a narrower statutory interpretation, and no Connerton-specific adjudication exists. Unresolved: actual Club financial performance, whether Len-Connerton has invoked Chapter 720 in enforcement, and the complete governing-document incorporation language. Relative evidentiary support: moderate structural support, low factual confirmation. [17, 19, 24]

Explanation 2: the Club is a legitimate private commercial enterprise outside the reach of Chapter 720's assessment limitations. Supporting evidence: the Club Plan's express statement that Chapter 720 does not govern it, the separate corporate identity of Len-Connerton, LLC, the commercial-use characterization at Section 2.3, and the Gundel dissent's statutory interpretation. Contradicting evidence: the Gundel majority rejected a comparable categorical argument under Section 720.302(3)(b), Section 720.301(1) defines assessment to include sums payable to a developer or facility owner that can result in a parcel lien, and the Club Plan itself references Section 720.3086 and invokes Section 720.3085 for lien subordination. Unresolved: whether Connerton's specific structure is distinguishable from Solivita's on facts material to the statutory analysis. Relative evidentiary support: the categorical version is not supported by the majority in Gundel; a fact-specific defense remains to test. [17, 19, 22, 24]

Explanation 3: the Palomino joinder reflects a Club dues lien. Supporting evidence: Len-Connerton is named as a defendant in a mortgage foreclosure on a Connerton II parcel, and Section 9 provides a claimed lien. Contradicting evidence: standard foreclosure practice names all parties with any recorded or claimed interest, including covenant holders, for title-clearing purposes, and no recorded Claim of Lien has been located. Unresolved: the complaint, lis pendens, and any recorded Len-Connerton interest in the subject parcel. Relative evidentiary support: unverified lead; alternative explanations remain equally or more plausible. [6, 13, 24]

Explanation 4: the DRI exception applies to Connerton. Supporting evidence: Connerton has DRI status, and a predecessor order effective before October 1, 1995 has not been conclusively excluded. Contradicting evidence: the U.S. Army Corps of Engineers reports the DRI was approved in 2000, five years after the statutory cutoff. Unresolved: the original county development order and any predecessor lineage. Relative evidentiary support: evidence weighs against the exception; not conclusively disproven. [15, 19]

SECTION 14

Intelligence Gaps

Each gap below states the record that would close it, why it matters, and the findings or explanations it affects.

Gap	Description	Why it matters	Affected
No authenticated Club financial records	No budget, financial report, or profit-and-loss statement for Club at Connerton II obtained	Cannot determine actual profitability, expense allocation, or Section 720.3086 compliance	Findings 3, 13; Explanations 1, 2
No recorded Club lien located	No Claim of Lien by Len-Connerton found in the Pasco Clerk index	Cannot confirm or exclude actual exercise of Section 9	Finding 4; Explanation 3
Palomino case file not obtained	Complaint, exhibits, lis pendens, and judgment unavailable	Cannot determine the basis for Len-Connerton's joinder	Finding 5; Explanation 3
Club Plan amendment status unknown	No grantor and grantee amendment inventory performed for either Club Plan	Operative provisions may differ from the base instruments compared	Findings 2, 3, 4; Comparative Analysis
DRI original order not obtained	County development order and predecessor lineage missing	Cannot conclusively resolve the Section 720.308(1)(d) exception	Finding 12; Explanation 4
Cassels record substantially obtained	Final Approval Order, Joint Motion and Settlement Agreement obtained; the Amended Complaint at Exhibit B and any appeal record are not	Scope of the injunction is established; compliance and appeal status are not	Comparative Analysis; Explanation 1
Obligated home count unverified	Total number of parcels subject to Club Dues unknown	Cannot compute aggregate revenue, purchase price, or per-household acquisition burden	Financial Analysis
Signature One contract not obtained	Management agreement unavailable	Cannot confirm scope of authority, fee-setting role, or payee	Finding 1
Connerton purchaser deeds and purchase agreements not obtained	No representative original-sale or resale deed or purchase agreement for a Connerton II parcel was acquired	Cannot assess successor notice, incorporation, assumption, delegation, class waiver or assent, which is the threshold question in the ChampionsGate matter	Finding 16; Statutory Applicability Analysis
Analog docket currency	Posture in ChampionsGate is verified only through the 10 Aug. 2026 report, in Bellalago through the 31 Mar. 2026 securities filing, and in TerraLargo through the administrator's 8 Oct. 2026 statement	Later orders could change the comparison, and the TerraLargo distribution is scheduled rather than confirmed	Findings 14, 15, 16; Comparative Analysis
Analog operative instruments not obtained	The Bellalago, ChampionsGate and TerraLargo Club plans and purchaser instruments were not acquired	Comparison with those matters is structural rather than clause-level, unlike the Medley at Mirada comparison	Findings 14, 15, 16; Comparative Analysis

SECTION 15

Overall Assessment

What Is Established

The Club at Connerton II operates under a recorded Club Plan that imposes mandatory, perpetual, parcel-linked financial obligations on every residential lot owner. Those obligations include a Club Membership Fee contractually defined as separate from Club Expenses and intended by the instrument's own terms to generate a substantial profit for the Club Owner. The Club Plan claims a first-priority lien on residential parcels, superior to the Association's lien, with foreclosure authority and no notice of default required. The Community Declaration is recorded as junior and subordinate to the Club Plan, which controls in the event of conflict. The Association reports Declarant-affiliated officers as of April 2026. The DRI approval date of 2000 postdates the Section 720.308(1)(d) exception cutoff. Florida appellate authority in Gundel held that the profit component of a materially similar mandatory Club charge violated Section 720.308, and the Club Plan's own stated basis for disclaiming Chapter 720 is the commercial-parcel characterization that opinion rejected. Every Club Plan provision cited in this assessment was verified against the recorded instrument. [5, 8, 15, 17, 20, 24]

The Connerton and Mirada Club Plans were both obtained and compared clause by clause. Six provisions material to this assessment are textually identical or near-identical once community and entity names are normalized, and Section 9.1 is character-for-character identical. The fee schedules differ materially in amount. This converts the previously inferred architectural similarity into a documented one for the provisions examined. [7, 24]

Four further Florida matters now bear on the same architecture, and primary filings were obtained in each. Gundel remains the only merits construction of Section 720.308 on comparable facts. The Cassels judgment entered 18 September 2026 enjoins Club liens and foreclosure under Section 9 in nine covered communities and requires repeal of that section, preserving suspension rights, eliminating no fee and creating no refund fund, and Connerton is outside it. Chelbian is certified with collection ceased at Bellalago from 1 December 2023 with rights reserved. Heymann and Schwarz was active and unresolved on a threshold arbitration question in the latest reviewed filing. Pena was settled for a $650,000 class common fund with liability denied. The Legislature considered and failed to enact frameworks addressing these charges in two consecutive sessions. [3, 4, 25, 26, 29, 32, 38, 44]

What Is Unresolved

Whether the Club has generated profit in any fiscal year. Whether the Club Owner has ever exercised its claimed lien or foreclosure authority. Whether any Section 720.3086 financial report has been published. The complete amendment lineage of the Club Plan and the Declaration, which governs whether the compared text remains operative. The precise basis for Len-Connerton's joinder in the Palomino foreclosure. The contractual scope of Signature One. The number of parcels subject to Club Dues. What Connerton's purchaser deeds and purchase agreements actually say about assumption, arbitration, and class waiver. Whether an appeal has been filed in Cassels, whether the required Section 9 amendments were recorded, and whether the Section 9 provisions affected there are textually identical to Connerton's, which remains open for the eight covered communities other than Mirada. Current posture in Chelbian and Heymann after the dated filings obtained, and whether the TerraLargo distribution was in fact mailed.

What Cannot Yet Be Concluded

This assessment cannot conclude that any charge imposed by the Club at Connerton II is unlawful, that Chapter 720 applies in every respect to the Club, or that separate Club ownership categorically exempts the arrangement from statutory requirements. It cannot conclude that the Club Owner has engaged in misconduct, that the

Membership Fee exceeds actual costs, or that any resident has been harmed by the enforcement provisions. It cannot treat the settlements in Cassels and TerraLargo, the certification order in Bellalago, or the defenses asserted in any of those matters as determinations about Connerton, because none of them is a merits ruling and Connerton is a party to none of them. It cannot treat the failure of the 2025 or 2026 bills as evidence that existing law permits or prohibits the charge. The risk indicators are material and supported by the documentary record. They are indicators, not adjudicated findings.

SECTION 16

Lines of Inquiry

Supported by a Record That Can Be Certified

- Club Plan text and recording metadata. Pasco County Clerk Instrument 2020151654, OR Book 10176, Page 1328. The instrument has been obtained and every provision cited in this assessment verified against it. Certifiable from the Pasco County Clerk. [24]
- Mirada Club Plan text and recording metadata. Pasco County Clerk Instrument 2019097941, OR Book 9920, Page 459. Obtained and compared clause by clause. Certifiable from the Pasco County Clerk. [7]
- Community Declaration recording metadata. Pasco County Clerk Instrument 2020153204, OR Book 10177, Page 3444. Certifiable from the Pasco County Clerk. [5]
- Len-Connerton, LLC entity filing and authorized-member listing. Florida Division of Corporations Document No. L20000156565. Certifiable from the Florida Secretary of State. [9]
- Connerton II Community Association, Inc. entity filing and officer listing. Florida Division of Corporations Document No. N20000006597. Certifiable from the Florida Secretary of State. [8]
- Gundel opinion and the order denying review. Fla. 6th DCA Case No. 6D23-170 and Supreme Court of Florida Case No. SC2023-0946. Certifiable from the courts. [16, 17]
- The Cassels Final Approval Order, Declaratory Judgment, and Judgment of Dismissal with Prejudice. Obtained and read in full; certifiable from the Hillsborough County Clerk under Case No. 25-CA-006257, with document images in the events tab of the case portal. [2, 3]

Supported Once a Further Document Is Obtained

- Palomino complaint, lis pendens, and any recorded Len-Connerton interests. Pasco County Sixth Judicial Circuit, Case No. 512025CA003758CAAXES. Would resolve the basis for joinder and whether a Club lien was recorded. [6, 13]
- Recorded amendments repealing Section 9 in the nine covered communities, due within 45 days of entry of judgment. Pasco and Hillsborough County official records. Would supply a validated post-settlement Section 9 text for comparison against Connerton and would confirm compliance. [3, 4]
- DRI #233 original development order and predecessor lineage. Pasco County records or Florida state archives. Would resolve the Section 720.308(1)(d) exception. [15]
- Club Plan amendment inventory for both communities. Pasco County Clerk grantor and grantee search for Len-Connerton, LLC and Len-Medley at Mirada Club, LLC. Would establish the operative version of each instrument and whether the clause-level identity survives amendment. [7, 24]
- Club financial reports or budgets. Request under Section 720.3086 or through discovery. Would establish actual profitability and expense allocation. [18, 24]
- Signature One management agreement. From Len-Connerton, LLC or Connerton II Community Association, Inc. Would resolve scope of authority and contractual relationship. [10, 23]

Not Supported by the Present Record

- Aggregate Club revenue or net income determination. Requires financial records not in evidence.
- Purchase option valuation. Requires a verified obligated-home count and confirmation of the operative formula.
- Section 720.3086 compliance determination. Requires proof of publication, distribution, or posting of the financial report.
- Alter ego or piercing analysis. Requires corporate records, financial flows, and governance documents beyond registry filings.

- Any conclusion that the Cassels settlement reaches Connerton. Len-Connerton, LLC is not a named defendant and the order binds only the parties before the court. Textual identity between instruments does not extend a settlement's binding effect to a non-party.

Collection That Would Change the Picture

- An authenticated Club profit-and-loss statement showing sustained profit. Would move the risk indicator under Gundel from structural to demonstrated.
- An authenticated Club profit-and-loss statement showing sustained losses. Would not eliminate the statutory question, since the contractual separation remains, but would weaken the practical significance of the profit-extraction theory.
- A recorded Club lien against a Connerton homeowner. Would establish that the Section 9 remedy has been exercised, connecting architecture to conduct.
- A DRI predecessor order effective before October 1, 1995. Would reverse the current assessment against the exception.
- A Connerton-specific judicial ruling on Section 720.308 applicability. Would supersede all analogical analysis.

SECTION 17

Further Investigative Opportunities

The assessment is delivery ready as it stands. The collection actions below are ranked by the extent to which each could change the statutory applicability analysis, the financial assessment, the attribution of responsibility, or the practical remedy analysis. Priority 1 items are those capable of changing a finding.

Priority	Collection action	Question resolved and reporting value
1	Acquire the current Club and Association recording lineage and representative original-sale and resale deeds and purchase agreements.	Operative obligations, successors, parcel coverage, arbitration and class waivers, disclosure and assent.
1	Obtain the 2026 budget and Membership Fee schedule, prior budgets, reconciliations, Section 720.3086 reports, and evidence of publication.	Actual fee purpose, expense allocation, surplus and deficit treatment, and disclosure compliance.
1	Search for Connerton-specific claims of lien, releases, foreclosure dockets, and delinquency notices, separating Club, Association, district, and mortgage creditor.	Whether the challenged remedies were actually used, standing, and damages.
1	Verify approved ultimate lot counts, lots conveyed across phases, turnover records, and the Community Completion Date and option notices.	Governance transition, the acquisition-option trigger, and the denominator and price inputs.
2	Acquire the original development-of-regional-impact order, predecessor orders, and modifications from county records, with parcel mapping.	The Section 720.308(1)(d) exception analysis.
2	Trace Club property title, the current member chain, assignments, the management contract, and any collection delegation.	Ownership, beneficiary, agency, and responsible-party attribution.
2	Obtain the reciprocal-use agreement at OR Book 9831, Page 2723, district acquisition and cost-sharing materials, and amendments.	Shared-user allocation, third-party access, liabilities, and acquisition constraints.
2	Retrieve current ChampionsGate and Bellalago orders, the recorded Cassels Section 9 amendments, and the TerraLargo final approval and distribution records.	Updated analog outcomes and actual implementation of the ordered remedies.
3	Obtain the original legislative correspondence and attachments, bill version histories, official lobbying registrations, and coalition statements.	Exact support, drafting involvement, and the represented client and period, with no assumed misconduct.
3	Compare contemporaneous sales disclosures and advertised amenities with the charges actually imposed and the Club's opening history.	Disclosure consistency and an evidence-based representations analysis.

SECTION 18

Definitions and Analytical Controls

The following definitions and controls apply uniformly throughout this assessment. Any departure is flagged at the point of application.

Term	Working Definition	What Must Not Be Inferred
Capability versus use	A contractual provision authorizing a remedy, such as a lien or foreclosure, establishes capability. Only a documented exercise of that remedy, such as a recorded Claim of Lien or a filed foreclosure action, establishes use.	Do not treat the existence of Section 9 as evidence that the Club Owner has foreclosed on any homeowner.
Allegation versus adjudicated finding	A claim in a complaint, petition, or resident communication is an allegation. A finding by a court after contested proceedings, or a concession by a party, is an adjudicated or admitted finding.	The Cassels settlement is neither. Defendants denied liability and the settlement is not a determination on the merits.
Association versus control	A corporate relationship, such as an authorized-member listing, establishes association.	Do not treat association as establishing day-to-day operational control, alter ego status, or wrongdoing.
Indicator versus conclusion	A structural feature that resembles a feature addressed in relevant authority, such as a separate Membership Fee compared to the fee in Gundel, is a risk indicator.	It becomes a legal conclusion only upon adjudication by a competent tribunal or opinion of qualified counsel.
Reported versus verified	Information derived from secondary reporting is labeled reported. Information derived from a primary record is labeled verified from the recorded instrument.	Information supplied by a party or resident communication but not independently authenticated is labeled reported, not independently verified.
Inherited versus current-package verification	Analytical assessments carried forward from a prior investigative phase are labeled inherited. Findings verified against records obtained during the current collection are labeled current-package verified.	Do not treat an inherited assessment as verified because it is repeated. The Club Plan, the Mirada Club Plan, the Gundel opinion and the Supreme Court order are current-package verified in this assessment.

SECTION 19

Analytical Framework

The framework is organized around five layers of the Club at Connerton II architecture, each independently evaluated. Each finding states the layer that supports it.

Layer 1: Entity identity and relationships. Who are the legal entities, what is their organizational structure, and what are the documented relationships among them? This layer resolves the HOA, the Club Owner, the Declarant, the facility operator, and the homeowner population. [8, 9, 10, 24]

Layer 2: Mandatory payment obligation. What instruments create the payment obligation, against which parcels, and with what character, whether covenant running with the land, contractual membership, or voluntary subscription? This layer examines the recorded Club Plan and Declaration together. [5, 24]

Layer 3: Fee composition. What is the internal structure of the total charge? The Club Plan divides Club Dues into a Club Membership Fee set by schedule and flowing to the Club Owner, a pro rata share of Club Expenses, and applicable sales tax. The statutory analysis depends on whether the Membership Fee constitutes an assessment or amenity fee within Section 720.301(1), and whether it represents expenses within Section 720.308. [19, 22, 24]

Layer 4: Enforcement. What remedies does the Club Plan claim, and which have actually been exercised? The analysis separates the contractual architecture at Section 9 from documented enforcement actions. [6, 13, 24]

Layer 5: Statutory and comparative assessment. Do the statutory definitions, the Gundel opinion, the Cassels settlement, and the Mirada comparator bear on Connerton, and with what weight and limits? [2, 7, 12, 14, 16, 17, 18, 19, 20, 22]

The evidence reaches Layers 1, 2, and 3 with moderate to high confidence from the recorded instruments. It reaches Layer 4 at the architectural level but not at the exercise-of-remedy level. It reaches Layer 5 as a risk-indicator assessment, not as a legal determination.

SECTION 20

Collection Summary

The evidence base comprises 50 numbered references. Reference 13 reproduces the notice published at reference 6, so counting each underlying record once the assessment rests on 49 distinct source records. Where a recorded instrument was retrieved through the clerk index, the index is recorded as the retrieval path within that instrument's reference rather than as a separate source. Sources are graded by the authority of the body that created the record. No finding rests on a Tier 3 source. The reported industry-support material at references 47 through 50 is presented under Legislative and Policy Context as a qualified account and supports no finding.

Source Category	Count	Tier
Recorded instruments, obtained and read	3	Tier 1
Florida Division of Corporations filings	3	Tier 1
Judicial opinions and orders, obtained	6	Tier 1
Party court filings and settlement instruments, obtained	7	Tier 1 to 2
Court case summaries and published legal notices	3	Tier 1 to 2
Florida statutes	6	Tier 1
Florida legislative records, bill texts and committee staff analyses	9	Tier 1
Government and district records	2	Tier 1
Securities filings	1	Tier 1
Settlement administrator statements	1	Tier 2
Secondary reporting and published opinion	5	Tier 3
Historical registration reporting	1	Tier 3
Resident communications and petitions	2	Tier 3
Corporate marketing	1	Tier 3

Coverage. Located: recorded instruments for Connerton and Mirada; corporate filings for all three entities; the Gundel opinion and the order denying review; statutory text for six Chapter 720 provisions; the Palomino published notice; the Cassels final order, joint motion and executed settlement agreement; primary filings and orders in the Chelbian, Heymann and Pena matters; a securities filing; official bill histories, texts and staff analyses for the 2025 and 2026 sessions; district records; clerk index records; resident communications. Searched and nothing found: a recorded Claim of Lien by Len-Connerton, LLC, searched through the Pasco County Clerk official records index, which is the authoritative source for that category. Not searched at this tier: a comprehensive Pasco County grantor and grantee search; Connerton purchaser deeds and purchase agreements; the Palomino case file; any Cassels appeal record or the recorded Section 9 amendments; current dockets in Chelbian and Heymann after the filings obtained; the TerraLargo final approval and distribution order; the operative Club plans in the three analog communities; the original development-of-regional-impact order; any Section 720.3086 financial report published by the Club Owner or Manager; the Signature One management agreement; a Club Plan amendment inventory; and the original legislative correspondence and official lobbying registrations. Not reachable from open sources: internal Club accounting ledgers, management fee agreements, Len-Connerton bank statements or tax returns, and private correspondence between Lennar entities.

Single-source findings. Finding 5 rests on a single published foreclosure notice reproduced by an aggregator. Finding 12 rests on a single U.S. Army Corps of Engineers public notice. Finding 13 is a package-inventory observation rather than a single-source finding. Finding 15 rests on two primary orders and one securities filing, each primary but none independently corroborating the others as to current status.

Sources that appear independent but share an origin. The Medley Dispatch Cassels report at reference 14 and the Medley Dispatch Mirada timeline at reference 12 are published by the same outlet and do not corroborate each other. The Palomino notice appears in the Business Observer as original publisher at reference 6 and in an aggregator reproduction at reference 13; the aggregator states it is not the publisher, so these are one source in two locations.

Non-durable retrieval paths. Florida Division of Corporations document links carry session parameters, and the Hillsborough County Clerk portal returns results through a search interface, so neither produces a stable per-record address. The Osceola County filings are identified by case number and filing number. The settlement administrator sites and the court-document pages they host may be revised or withdrawn, and the TerraLargo administrator's own court-documents page already carries an entry superseded by its homepage. Those references record the document number or filing number, the filing date, and the retrieval date so the record can be located again by search.

Excluded and unresolved records are retained. No record was excluded for inauthenticity or contradiction. An employment listing reviewed as a contextual lead is not cited in support of any finding and is recorded here rather than deleted, so that the collection log reflects what was reviewed.

SECTION 21

Methodology

Collection Method

Sources were identified through public records searches of the Pasco County Clerk official records index, the Florida Division of Corporations, the Hillsborough County Clerk case portal, the Florida Legislature's statutory database, the Florida courts' appellate opinion database, published legal notice archives, a petition platform, Lennar's corporate website, the U.S. Army Corps of Engineers public notice library, and general web searches. Each source was recorded with its retrieval path, retrieval date, source authority classification, relevant sections, and limitations. No privileged, subscription, or law-enforcement database access was used. All records relied upon are publicly available.

Source Evaluation

Each source was evaluated on authority, access, specificity, transparency, recency, independence, and corroboration. Recorded instruments and court records received the highest authority rating. Secondary reporting was retained where it cited identifiable primary records, was labeled as secondary, and was not treated as corroborating itself or other publications from the same outlet. Aggregated or reported figures are labeled as reported and are not the sole basis for any finding.

Analytical Method

Evidence was weighed by applying the layered framework set out under Analytical Framework. Conflicting records were resolved by preferring primary recorded instruments over secondary accounts, official filings over marketing materials, and court opinions over party characterizations. Gaps were identified by mapping each intelligence requirement to its supporting evidence and flagging any requirement supported by no primary record. Capability to exercise a remedy was not treated as evidence that the remedy was exercised, and contractual intent was not treated as evidence of financial outcome.

Assessments carried forward from the prior investigative phase were treated as hypotheses to test rather than conclusions to adopt. Where the underlying record was obtained in this collection, the assessment is labeled current-package verified. The Club Plan, the Mirada Club Plan, the Gundel opinion, and the order denying review were obtained and verified in this collection. Where the underlying record was not reacquired, the assessment is preserved and labeled inherited.

Currency and Status Sources

Currency and status sources. Where a record states a changing status, the retrieval date is recorded and the status is attributed to the source rather than asserted as current. Settlement administrator statements are used for the administrative status they state and are not treated as a substitute for an uncollected final order. Court posture is reported as of the latest filing actually obtained, and no inference is drawn about what a docket shows on any later date. Where two filings in the same matter give inconsistent historical dates, the inconsistency is recorded rather than silently resolved.

Comparison Method

The clause-level comparison of the two Club Plans was performed on text recovered by optical character recognition from the scanned recordings. Corresponding provisions were extracted by section number, then compared character by character twice: once as recovered, and once after normalizing the community name, the Club Owner name, and exhibit letters, which necessarily differ between two communities. Both figures are

reported. Residual differences below one percent after normalization are transcription artifacts rather than textual variance. Six provisions were compared, not the complete instruments.

ANALYST COMMENT

The comparison is only as good as the text recovery behind it. Both instruments are scanned recordings and the text was recovered by optical character recognition, so a reported figure of 99.5 percent reflects transcription noise rather than drafting variance. The Section 9.1 result at 100 percent is the meaningful one, because an exact match across two independently scanned documents is not produced by coincidence. The comparison covers six provisions and not the complete instruments, and it compares base instruments without any recorded amendments, which remain uninventoried for both communities.

Confidence Framework

High confidence is assigned when a proposition is supported by a primary record of high authority, such as a recorded instrument or an official judicial opinion, and the proposition is narrow enough that the record directly resolves it. High confidence does not require independent corroboration, but it does require that the source be of sufficient authority that its accuracy is presumed absent affirmative contradiction.

Moderate confidence is assigned when a proposition is supported by primary or authoritative secondary records but material gaps remain in applicability, completeness, or corroboration. Low confidence is assigned when a proposition rests on a single weak source, an unverified lead, or a relationship that has not been resolved against authoritative records. Where the record establishes structure but not conduct, no confidence is expressed as to conduct.

SECTION 22

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