

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

March 23, 2020

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Harmony West Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 16, 2020

Board of Supervisors
Harmony West Community Development District

<p style="text-align:center"><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

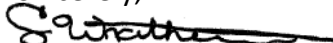
The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on March 23, 2020 at 10:00 a.m., at Johnston's Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Appointed Supervisors, John C Tyree [Seat 2] and Alex Madison [Seat 3] *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Engineer's Certification of Completion for Phase 1A Project
5. Consider Conveyance of Phase 1A Common Area Tracts
6. Consideration of Engineer's Certification of Completion for Offsite Utility Improvements U.S. 192
7. Consideration of Beacon HOA Landscape Management Landscape Maintenance Estimate

8. Consideration of Allsmiths Services Proposal for Provision of Trash & Dog Waste Removal Services
9. Consideration of Association Solutions of Central Florida, Inc., Proposal for Field Operations Services
10. Consideration of Aquatic Systems, Inc., Lake Services Proposal
11. Acceptance of Unaudited Financial Statements as of February 29, 2020
12. Approval of February 10, 2020 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 27, 2020 at 10:00 A.M.
 - QUORUM CHECK
14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

RICHARD JERMAN	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
JOHN C. TYREE	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
ALEX MADISON	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
JENNIFER JERMAN	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
DENVER MARLOW	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,

 Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 2144145

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

4

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston St. • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

February 14, 2020

Harmony West Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Subject: Harmony West – Phase 1A
Engineer's Certification of Completion
Poulos & Bennett Job # 17-084a

To Whom It May Concern:

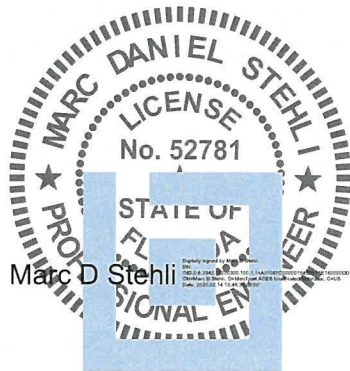
Please accept this letter as written certification that the CDD infrastructure improvements as funded by the Harmony West CDD have been completed in accordance with the approved Construction Plans for Harmony West Phase 1A as approved by Osceola County, Florida (SDP16-0068) and the Tohopekalliga Water Authority. This determination is based on construction site observations and review of test reports by me or a representative under my direction.

Please do not hesitate to contact me, should you have any questions or comments about this matter.

Sincerely,

Marc Stehli, P.E.
Poulos & Bennett, LLC
P.E. No. 52781

cc: File



This item has been electronically signed and sealed by
Marc D. Stehli, P.E. using a Digital Signature. Printed copies
of this document are not considered signed and sealed and the
signature must be verified on any electronic copies.

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

5

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kristen K. Idle, Esq.
Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this ____ day of _____, 2020, by **Harmony Florida Land LLC**, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, hereinafter called “**Grantor**,” to **Harmony West Community Development District**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, having a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter called “**Grantee**”;

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Osceola County, Florida as shown and more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

TOGETHER with the improvements thereon and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that said land is subject to all restrictions, reservations and easements of record, provided that this shall not serve to reimpose same, except real property taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF Grantor executed this Special Warranty Deed in favor of Grantee as of the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Harmony Florida Land LLC, a Delaware
limited liability company

By: _____
Richard Jerman, Vice President

Sign: _____
Print: _____

Sign: _____
Print: _____

STATE OF FLORIDA

County of _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Richard Jerman, as Vice President of Harmony Florida Land LLC, a Delaware limited liability company, on behalf of the company. He [] is personally known to me or [] has produced _____ as identification.

(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

EXHIBIT A

THE PROPERTY

Tracts LT-1, LT-2, LT-3, LT-4, LT-5, LT-6, LT-7, P-1, OS-1, OS-1A, E-1, SW-1 and W-1, HARMONY WEST PHASE 1A, according to the plat thereof, as recorded in Plat Book 27, Pages 116-120, Public Records of OSCEOLA County, Florida.

BEING A PORTION OF
SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST
OSCEOLA COUNTY, FLORIDA

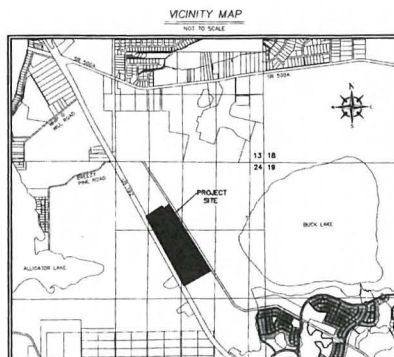
DEED RESTRICTIONS FOR THIS PLAT ARE FILED IN
O.R. BOOK _____, PAGE _____
AND (ARE) (ARE NOT) ACCOMPANIED BY DEED COVENANTS

LEGAL DESCRIPTION

A parcel of land lying in a portion of Section 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

[illegible]

Containing 78.26 acres, more or less.



LEGEND

[illegible]

NOTICE: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will be valid in no circumstances be supported in authority by any other graphic or digital form of the plot. There may be additional restrictions that are not recorded on this plot that may be found in the public records of this County.

SHEET 1 OF 5


PLAT		
BOOK	27	PAGE 116

DEDICATION
HARMONY WEST PHASE 1A

KNOW ALL MEN BY THESE PRESENTS, That the Company named above, being the owner of a fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Tract ROW-1 (streets), utility easements and a blanket ingress/egress easement over Tract SW-1 (Stormwater) and drainage easements to the perpetual use of the public.

IN WITNESS WHEREOF, has caused these presents to be signed and sealed by the person(s) named below on 11/16

2018.
HARMONY FLORIDA LAND, LLC
a Delaware Limited Liability Company

By  VP
Richard J. Jernigan Vice President

Signed and sealed in the presence of

Witness <u>Emilia Turner</u>	Witness <u>Leslie A. Minshew</u>
Print Name <u>Emily Turner</u>	Print Name <u>Leslie A. Minshew</u>
STATE OF <u>FLORIDA</u>	COUNTY OF <u>Osceola</u>


THIS IS TO CERTIFY, that on 11/16/18
before me, an officer duly authorized to take acknowledgments
in the State and County aforesaid, personally appeared
Richard German

to me known to be the person(s) described in and who
executes the foregoing. I, the undersigned, acknowledge
the execution thereof to be his/her free act and deed for
the purposes therein expressed.

☒ A. I am a personally known to me.
☐ Affiant provided the following type of identification _____
☐ Affiant did take an oath
☐ Affiant did not take an oath.

IN WITNESS WHEREOF, I have hereto set
my hand and seal on the above date

James E. [Signature]



CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, That the undersigned, being a licensed surveyor registered in the State of Florida, do hereby certify that on 09/22/2018 he completed the survey of the lands or claims in the foregoing plat. This survey plat is a correct representation of the lands therein described and plotted or subdivided. That permanent reference monuments have been placed as shown thereon and required by Florida Civil Code and regulations. The survey was prepared under the undersigned responsible direction and supervision and that the survey was conducted in accordance with Chapter 177, F.S., that permanent control points will be placed as required by Ch. 177 F.S., and that said land is located in Section 36, Township 28 South, Range 31 East, Escambia County, Florida.

Dated 11/15/14 Registration No. 5799
Professional Surveying Certificate of Authorization, No. L.B. 966
JOHNSTON'S 800 Shady Lane, Kissimmee, Florida 34744-8055
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY SURVEYOR
REPRESENTING OSCEOLA COUNTY

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature Berry M. Pritchett Dated 11-20-2006
 Print Name Berry M. Pritchett Registration No. 3267
 Florida Professional Surveyor and Mapper under contract to
 Osceola County, Florida

CERTIFICATE OF APPROVAL
BY COUNTY ENGINEER

Approved: [Signature] 12-12-2018
County Engineer Date

CERTIFICATE OF APPROVAL BY
BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on 12-10-18 the
 foregoing plat was ordered by the Board of County
 Commissioners of Alachua County, Florida

 Chairman of the Board Attest: Johnny Ross Clerk of the Board

CERTIFICATE OF COUNTY CLERK
I HEREBY CERTIFY, That I have examined the foregoing plat

and that that complies in form with all the requirements of the Osceola County Land Development Code, and was filed for record on **December 13, 2012** at **10:06:10 AM**
Amanda Ramirez
 Clerk of the Circuit Court
 in and for Osceola County, Florida

File No. **2013122392**

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2011 ADJUSTMENT), REFERENCE BEARING BEING N28°49'40"W ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).
2. ALL LOTS THAT INTERSECT CURVILINEAR RIGHT OF WAY LINES ARE RADIAL, UNLESS OTHERWISE NOTED AS BEING NON-RADIAL (NR).
3. THERE IS A 10 FOOT UTILITY EASEMENT ALONG ALL RIGHT OF WAY LINES.
4. THE FOLLOWING TRACTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY HARMONY FLORIDA, LLC, THE PURPOSE OF EACH TRACT IS AS NOTED.

- TRACT LT-1 (LANDSCAPE)
- TRACT LT-2 (LANDSCAPE)
- TRACT LT-3 (LANDSCAPE)
- TRACT LT-4 (LANDSCAPE)
- TRACT LT-5 (LANDSCAPE)
- TRACT LT-6 (LANDSCAPE)
- TRACT LT-7 (LANDSCAPE)
- TRACT P-1 (RECREATION/PARK)
- TRACT OS-1 (OPEN SPACE)
- TRACT OS-1A (OPEN SPACE)
- TRACT E-1 (OPEN SPACE)
- TRACT S-1 (LANDSCAPE/SIGN)
- TRACT SW-1 (STORMWATER)
- TRACT W-1 (WATER/CONSERVATION)

- OSCEOLA COUNTY SHALL HAVE THE RIGHT TO NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR OR BE CAUSE FOR, STORMWATER TRACT SW-1, INCLUDING WITHOUT LIMITATION THE DRAINAGE SYSTEMS CONSTRUCTED THEREON, A BLANKET LICENSE/CONSENT TO CONDUCT TRACT SW-1, AND DRAINAGE EASEMENTS IS GRANTED IN FAVOR OF OSCEOLA COUNTY FOR SAID PURPOSE.
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL, AS ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, SHALL NOT BE CONSIDERED TO BE A PART OF THE PUBLIC UTILITY EASEMENTS. THE INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY. THE INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THE DAMAGES TO THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY CAUSED BY THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL, ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA

7. ALL LANDSCAPING ELEMENTS WITHIN THIS DEVELOPMENT INCLUDING TREES IN RIGHT OF WAYS ARE REQUIRED BY THE OSCOLA COUNTY LAND DEVELOPMENT CODE SHALL BE MAINTAINED BY HARMONY FLORIDA LAND, LLC.
8. ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY HARMONY FLORIDA LAND, LLC.
9. DRAINAGE EASEMENTS SHOWN HEREON ARE TO BE OWNED AND MAINTAINED BY THE LOT OWNER.
10. WETLAND BUFFER AREAS SHOWN LIE WHOLLY WITHIN TRACT W-1.

UNDERLYING EASEMENTS ARE AS FOLLOWS:

- [illegible]

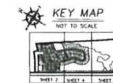
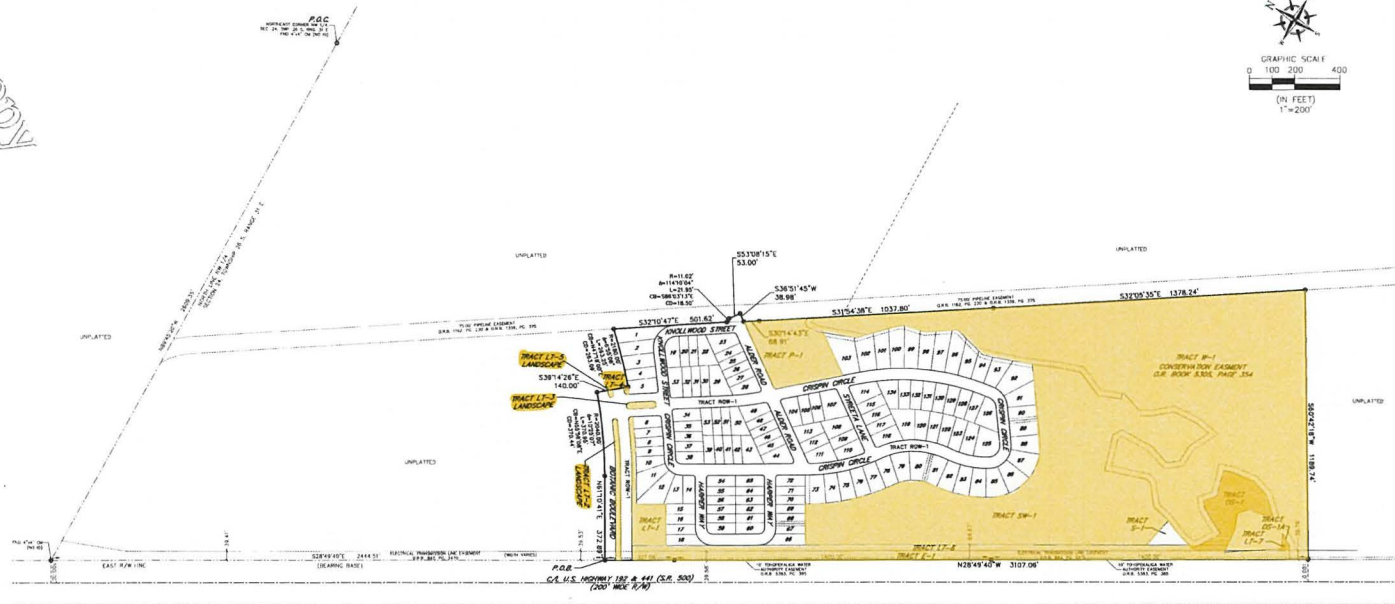
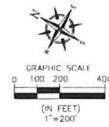
JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-88
Tel (407) 847-2179 Fax (407) 847-6140

HARMONY WEST PHASE 1A

BEING A PORTION OF
SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST
OSCEOLA COUNTY, FLORIDA

SHEET 2 OF 5

PLAT
BOOK 27 PAGE 117



JOHNSTON'S
SURVEYING INC.
950 Shady Lane, Kissimmee, Florida 34744-8605
• (407) 847-7179 Fax (407) 847-0140

SEE SHEET 1 OF 5 FOR NOTES AND LEGEND

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N64°01'01"W, a distance of 69.61 feet; thence run N43°58'59"W, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.

This instrument was prepared by/
record and return to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
SunTrust Center, Suite 2300
Orlando, Florida 32801
(407) 649-4000

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
(Harmony West Phase 1)

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Assignment") is made effective as of September 27, 2017 (the "Effective Date"), by and between BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, whose address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 ("Assignor"), and HARMONY FLORIDA LAND LLC, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 ("Assignee").

WHEREAS, Assignor and Osceola County, a political subdivision of the State of Florida (the "County"), are parties to that certain Development Agreement for a Portion of Harmony West Phase 1 recorded July 28, 2017 in Official Records Book 5185, Page 2664, Public Records of Osceola County, Florida (the "Agreement");

WHEREAS, in connection with the transfer of substantially all of Assignor's remaining right, title and interest in the project known as Harmony located in Osceola County, Florida, Assignor desires to transfer and assign to Assignee any and all assignable rights, title, interests, exemptions, duties, powers, obligations, benefits and reservations (collectively, "Rights") of Assignor under the Agreement, if any, and Assignee desires to assume the same; and

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Assignment. Assignor hereby grants, sells, assigns, conveys, transfers, sets over and delivers to Assignee, its successors and assigns, without warranty or recourse, all Rights, if any, of the Assignor in, under the Agreement.
3. Acceptance of Assignment. Assignee hereby accepts this Assignment and Assignee hereby accepts and assumes, without warranty from or recourse against Assignor, all such Rights, if any, of Assignor. Assignee agrees that Assignee will give the County prompt written notice of the assignment and assumption effectuate by this Agreement in order to satisfy the requirement of Section 9 of the Agreement regarding notice to the County.

4. Assignee's Address for Notices. Assignee hereby designates the following as its address for any and all notices to be given under the Agreement:

HARMONY FLORIDA LAND LLC
1750 W. Broadway
Suite 111
Oviedo, Florida 32765

Assignee may change its address from time to time by recording notice thereof in the public records of Osceola County, Florida.

5. Recording. Assignor and Assignee hereby direct that this Assignment be recorded in the public records of Osceola County, Florida to give notice of the terms and conditions set forth herein.

6. Binding Obligations. This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to conflicts of laws.

7. Severability. Should any court of competent jurisdiction deem any provision or clause of this Assignment to be illegal, invalid, or unconscionable and unenforceable, such provision or clause shall be fully severable from this Assignment and, in its place, there shall be added to this Assignment a similar provision as near in intent as possible but which is not illegal or unconscionable, and this Assignment shall be construed and interpreted as if such illegal, invalid or unconscionable and unenforceable provision or clause had never comprised a part of this Assignment.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date first above written.

Signed, sealed and delivered
in the presence of:


"Assignor"


Birchwood Acres Limited Partnership, LLLP, a
Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a Delaware
limited liability company, as its
General Partner


Signature of Witness

Print Name: David L. Evans, Jr.

By: 
Printed: Robert Glantz
Its: Authorized Agent

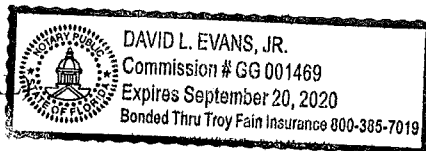

Signature of Witness

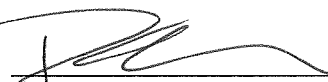
Print Name: Samantha C. Franchini

State of Florida)
County of DADE) ss.

The foregoing instrument was acknowledged before me this 26th day of September, 2017, by Robert Glantz, as Authorized Agent for VII GP Harmony, L.L.C., a Delaware limited liability company, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)




(Notary Signature)

David L. Evans, Jr.

(Notary Name Printed)

NOTARY PUBLIC

My commission expires: Sept 20, 2020



CFN 2018157021
Bk 5420 Pgs 964-979 (16 Pgs)
DATE: 10/19/2018 11:02:10 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

This instrument prepared by and return to:
Vivek K. Babbar
Straley Robin Vericker
1510 W. Cleveland St.
Tampa, FL 33606

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR A PORTION OF HARMONY WEST PHASE 1**

This First Amendment to Development Agreement for a Portion of Harmony West Phase 1 (this “**Development Agreement**”) is made and entered into as of October 15, 2018, by and between Osceola County, a political subdivision of the State of Florida (the “**County**”), Harmony Florida Land, LLC, a Florida limited liability company, (“**Developer**”) as assignee and successor in title to Birchwood Acres Limited Partnership, LLLP., a Florida limited partnership (“**Birchwood**”), and the Harmony West Community Development District (the “**District**”, and together with the County and the Developer the “**Parties**”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*.

RECITALS

WHEREAS, Birchwood and the County entered into that Development Agreement for a Portion of Harmony West Phase 1 dated April 17, 2017 and recorded in Book 5185 Page 2664 of the public records of the County (the “**Development Agreement**”); and

WHEREAS, Birchwood transferred and assigned all of its assignable rights, title, interests, exemptions, duties, powers, obligations, benefits and reservations under the Development Agreement to the Developer pursuant to the Assignment and Assumption of Development Agreement dated September 27, 2017 and recorded in Book 5214 Page 1819 of the public records of the County; and

WHEREAS, Birchwood sold to the Developer all of its interests in the real property located within Osceola County, Florida, as is more specifically described in **Exhibit A** attached hereto and by this reference made a part hereof (the “**Additional Property**”); and

WHEREAS, the Additional Property is not currently included as a part of the Development Agreement; and

WHEREAS, the District filed a petition pursuant to Chapter 190, Florida Statutes, with the County to expand its boundaries to include all of the Additional Property (the “**Petition**”) and the District intends to finance certain community development services and facilities for all of the Additional Property; and

WHEREAS, it is in the mutual interest of the parties to amend the Development Agreement to include all of the Additional Property; and

WHEREAS, the real property included in the Development Agreement and the Additional Property is governed by that certain PS18-00008, ("**Harmony West Planned Development**"); and

WHEREAS, the Harmony West Planned Development requires the construction of certain community development services and facilities; and

WHEREAS, the Harmony West Planned Development establishes the Developer's plans to construct development at a higher standard than the County's minimum standards within the Additional Property, which will include: (1) trail network integration, connections, and enhancements; (2) framework street enhancements; (3) landscape enhancements; and (4) enhanced recreation opportunities (the "**Harmony West Enhancements**"); and

WHEREAS, the Developer will design, permit, and construct the Harmony West Enhancements, pursuant to the terms and conditions further provided for herein; and

WHEREAS, the County has determined that the Harmony West Enhancements will provide community development services and facilities that serve a proper public benefit; is consistent with and will further the goals, objectives, and policies of the Osceola County Comprehensive Plan; and is consistent with the County's Land Development Code; and

WHEREAS, the Parties have entered into and concluded negotiations for such an amendment to the Development Agreement in order to set forth the rights and obligations of the Parties with respect to the future development of the Additional Property, which negotiations have resulted in this First Amendment; and

WHEREAS, the Developer has approved this First Amendment and has authorized and directed certain individuals to execute this First Amendment on behalf of Developer; and

WHEREAS, the District, to the extent that it may finance all or a portion of the Harmony West Enhancements, has approved this First Amendment and has authorized and directed certain individuals to execute this First Amendment on behalf of District; and

WHEREAS, the first public hearing on this First Amendment was held by the County Board of County Commissioners on September 10, 2018; and

WHEREAS, the second public hearing on this First Amendment was held by the County Board of County Commissioners on October 15, 2018.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the Parties hereto, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Obligations of the Developer or District. The Developer or the District, to the extent that it may finance all or a portion of the Harmony West Enhancements, agree to the following obligations:

A. Trail Network Integration, Connections, and Enhancements. Multi-use trails (8-12' width), mulched trails, and 4' on-street bike lanes will form a connected system and will be integrated with and connected to the Harmony West framework street, as well civic spaces and pocket parks, as illustrated in **Exhibit B**, which is conceptual in nature and subject to refinements during planning, design, and engineering. As the future phases of the Harmony West Planned Development are completed, the trails shall be connected into a larger recreational network, including the network that already exists within the developed areas of Harmony West Planned Development. Trails, civic spaces, and pocket parks will be enhanced with landscaping, benches, pedestrian bridges, and bike racks.

B. Framework Street Enhancements. The Harmony West framework street is a central community element. It will be enhanced through integrated trail connections, as described in Section 2.A, as well as through enhanced lighting, landscaping, benches, and on-street bike lanes.

C. Landscape Enhancements. Trees in public spaces, including along the framework street, will be provided at 1" greater caliper than the County's minimum standards provide as of the Effective Date. Parks will include trees exceeding the number required by the County's minimum standards as of the EffectiveDate .

D. Enhanced Recreation Opportunities. At least one passive park and at least one active park will be provided. Active park uses may potentially include, but are not limited to: tot lots, play grounds, dog parks, ball fields, and outdoor fitness areas.

E. Maintenance of the Harmony West Enhancements. All Harmony West Enhancements shall be maintained by a homeowner's association or the District, which releases the County of maintenance obligations and will provide for an enhanced overall product. The framework street shall be funded by the Developer or the District and maintained by the County, and at the time ownership of the framework street is transferred to the County, the homeowner's association or the District shall enter into a maintenance agreement with the County to maintain the framework street enhancements that exceed the County's minimum standards as of the Effective Date.

Section 3. Notices. All notices which are required or permitted under this First Amendment shall be given to the Parties by certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receipt when delivered to the Parties at the addresses set forth below (or such other addresses as provided by the Parties by written notice delivered in accordance with this paragraph):

{00069245.DOCX/3}

If to Developer: Harmony Florida Land, LLC
Richard Jerman
1750 W Broadway Street
Suite 111
Oviedo, Florida 32765

With a copy to: Grant Downing
Developer's Counsel
Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Avenue
Suite 101
Winter Park, Florida 32789

If to the District: Craig Wrathell
District Manager
Wrathell Hunt & Associates, LLC
2300 Glades Rd., Suite 410-W
Boca Raton, FL 33431

With a copy to: Vivek K. Babbar
District Counsel
Straley Robin Vericker
1510 W. Cleveland St.
Tampa, Florida 33606

If to County: Don Fisher
County Manager
Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

With a copy to: Andrew Mai
County Attorney
Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

Section 4. Counterparts. This First Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

Section 5. Recording. The County shall record this First Amendment in the Public Records of Osceola County, at the County's expense and once the County has determined that no timely appeals or legal challenges have been filed against this First Amendment or that would affect the District's expansion.

{00069245.DOCX/3}

Section 6. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this First Amendment. It is understood by the Parties hereto that if any part, term, or provision of this First Amendment is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 7. Ratification. Except as to the provisions relating to the Harmony West Enhancements for the Additional Property, the confirmation of the assignment of the assignment from Birchwood to the Developer, the addition of the District as a party, and the updated notice section, the terms and conditions of the Development Agreement are hereby ratified and confirmed.

Section 8. Termination. If the Board does not approve the Petition, or if the District is terminated, the District or the Developer may terminate this First Amendment by providing notice as specified in Section 3 of this First Amendment. In the event of termination, the Parties shall have no further rights or obligations under this First Amendment, and either party may record a Notice of Termination in the public records.

Section 9. Effective Date. This First Amendment shall become effective upon the date the last of the Parties execute this First Amendment (the "**Effective Date**").

IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized representatives, executed this First Amendment on the dates set forth below.

[Signature Pages Follow]

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____

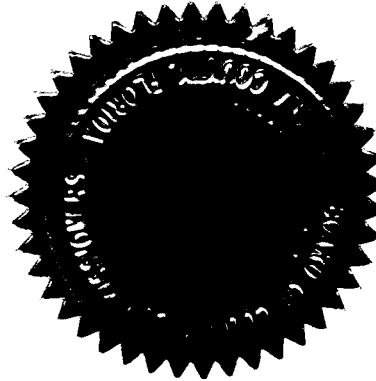
~~Chair~~ Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD


By: Jimmy Ross
Clerk/ Deputy Clerk of the Board


As authorized for execution at the Board of
County Commissioners meeting of:

10-15-18
First Amendment to Developers Agreement
With Harmony Florida Land, LLC
And Harmony West CDD



Harmony Florida Land, LLC
a Florida limited liability Company


Richard Jerman
Manager


Witness Signature

The foregoing instrument was acknowledged before me this 12 day of AUGUST, 2018, by Richard Jerman, as Manager of Harmony Florida Land, LLC, a Florida limited liability company [☒] who is personally known to me or [☐] who produced as identification.




Florida Notary Public Signature

Notary Stamp

Signed, sealed and delivered

in the presence of:

**Harmony West
Community Development District**

JENNIFER JERMAN
Witness (Print Name)

[Signature]
Witness Signature

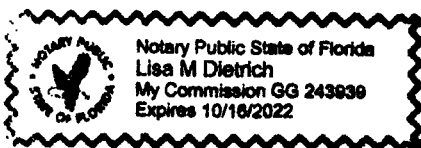
[Signature]
Richard Jerman
Chair of the Board of Supervisors

DENISE MARION
Witness (Print Name)

[Signature]
Witness Signature

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 2018, by Richard Jerman, as Chair of the Board of Supervisors for the District, on behalf of the District, [☒] who is personally known to me or [☐] who produced as identification.



[Signature]
Florida Notary Public Signature

Notary Stamp

{00069245.DOCX/3}

Exhibit A

Additional Property Legal Description

{00069245.DOCX/3}

SKETCH OF DESCRIPTION

A portion of Sections 13, 24 and 25, Township 26 South, Range 31 East and a portion of Sections 17, 18, 19 and 20, Township 26 South, Range 32 East, Osceola County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East; thence run N89°45'20"W, along the North line of said Section 24, a distance of 1,610.94 feet; thence run S55°19'37"E, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1,652.30 feet; thence run S43°58'59"W, a distance of 97.14 feet; thence run S46°01'01"E, a distance of 69.61 feet to a point on a Non Tangent curve, concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Southwesterly along the arc of said curve a distance of 572.22 feet (Chord Bearing = S53°08'32"W, Chord = 570.35 feet); thence run S61°10'41"W, a distance of 372.89 feet, to a point on the East Right of Way line of U.S. Highway No. 192 & 441; thence run the following (2) courses along said East Right of Way line: RUN S28°49'40"E, a distance of 4,953.01 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'27"; thence run Southeasterly along the arc of said curve, a distance of 163.53 feet (Chord Bearing = S29°46'57"E, Chord = 163.52 feet) to the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run N89°19'29"E, along said North line and Easterly extension thereof, a distance of 198.87 feet to the East line of a 35' Platted right of way per The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S00°04'21"E, along said Right of Way line, a distance of 297.74 feet to a point on the East Right of Way line of U.S. Highway No. 192 & 441 and point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 09°46'11"; thence run Southeasterly along the arc of said curve and said East Right of Way line, a distance of 645.71 feet (Chord Bearing = S41°34'47"E, Chord = 644.93 feet); thence run N40°51'29"E, a distance of 1,296.84 feet; thence run N04°08'40"E, a distance of 1,641.35 feet; thence run N56°09'51"E, a distance of 570.57 feet; thence run N39°13'52"W, a distance of 667.67 feet; thence run N38°57'47"W, a distance of 538.81 feet; thence run N27°21'05"W, a distance of 316.06 feet; thence run N09°42'22"W, a distance of 261.13 feet; thence run N28°18'30"E, a distance of 508.18 feet; thence run N26°50'03"E, a distance of 290.56 feet; thence run N30°57'02"W, a distance of 74.79 feet; thence run N48°51'04"E, a distance of 117.06 feet; thence run N81°35'58"E, a distance of 23.74 feet; thence run N26°50'03"E, a distance of 952.92 feet; thence run N51°48'18"E, a distance of 1,353.02 feet; thence run N74°58'16"E, a distance of 1,134.21 feet; thence run N80°15'17"E, a distance of 351.38 feet; thence run S80°34'15"E, a distance of 55.21 feet; thence run N75°03'58"E, a distance of 54.57 feet; thence run N63°32'40"E, a distance of 84.55 feet; thence run N66°40'05"E, a distance of 376.47 feet; thence run N72°26'23"E, a distance of 369.98 feet; thence run S86°54'28"E, a distance of 296.07 feet; thence run S70°48'57"E, a distance of 291.89 feet; thence run S42°39'47"E, a distance of 702.24 feet; thence run S21°34'08"E, a distance of 514.89 feet; thence run S07°05'17"E, a distance of 467.66 feet; thence run S00°47'47"W, a distance of 395.47 feet; thence run S08°30'03"W, a distance of 514.86 feet; thence run S01°17'49"W, a distance of 590.21 feet; thence run S10°04'43"E, a distance of 420.30 feet; thence run S10°31'40"W, a distance of 430.35 feet; thence run S09°13'48"E, a distance of 179.12 feet; thence run S36°26'41"E, a distance of 365.54 feet; thence run S03°08'07"E, a distance of 226.51 feet; thence run N63°28'20"E, a distance of 3,792.18 feet; thence run N66°20'55"E, a distance of 558.81 feet; thence run N26°19'21"W, a distance of 62.37 feet; thence run S90°00'00"W, a distance of 1,544.48 feet; thence run N00°00'00"E, a distance of 3,121.92 feet; thence run N26°19'21"W, a distance of 907.87 feet; thence run N38°50'11"W, a distance of 613.74 feet; thence run S69°29'52"W, a distance of 431.45 feet; thence run N62°42'16"W, a distance of 473.32 feet; thence run N84°21'06"W, a distance of 530.40 feet; thence run N21°33'05"E, a distance of 894.66 feet; thence run N25°28'06"W, a distance of 938.98 feet to a point on the South Right of Way line of State Road 500-A, Old Melbourne Highway; thence, along said South Right of Way line the following three (3) courses: run N80°46'21"W, a distance of 771.89 feet to a point on a non tangent curve, concave to the South, having a Radius of 1,382.69 feet and a Central Angle of 16°39'07"; thence run Westerly along the arc of said curve, a distance of 401.85 feet (Chord Bearing = N89°03'10"W, Chord = 400.44 feet); thence run S82°35'29"W, a distance of 3,686.09 feet; thence run S00°30'30"E, a distance of 809.15 feet; thence run S00°31'45"E, a distance of 1,149.86 feet; thence run N76°59'29"W, a distance of 327.33 feet; thence run S16°51'13"W, a distance of 814.05 feet; thence run N64°49'23"W, a distance of 165.03 feet; thence run S17°43'23"W, a distance of 915.07 feet to a point on said North line of Section 24; thence run N89°45'32"W, along said North line, a distance of 2,205.89 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL ON SHEET 2

SHEET 1 OF 5

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RING. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

RICHARD D. BROWN, P.S.M. #5700

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LESS THE FOLLOWING DESCRIBED PARCEL:

EXISTING CDD PARCEL

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"W, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

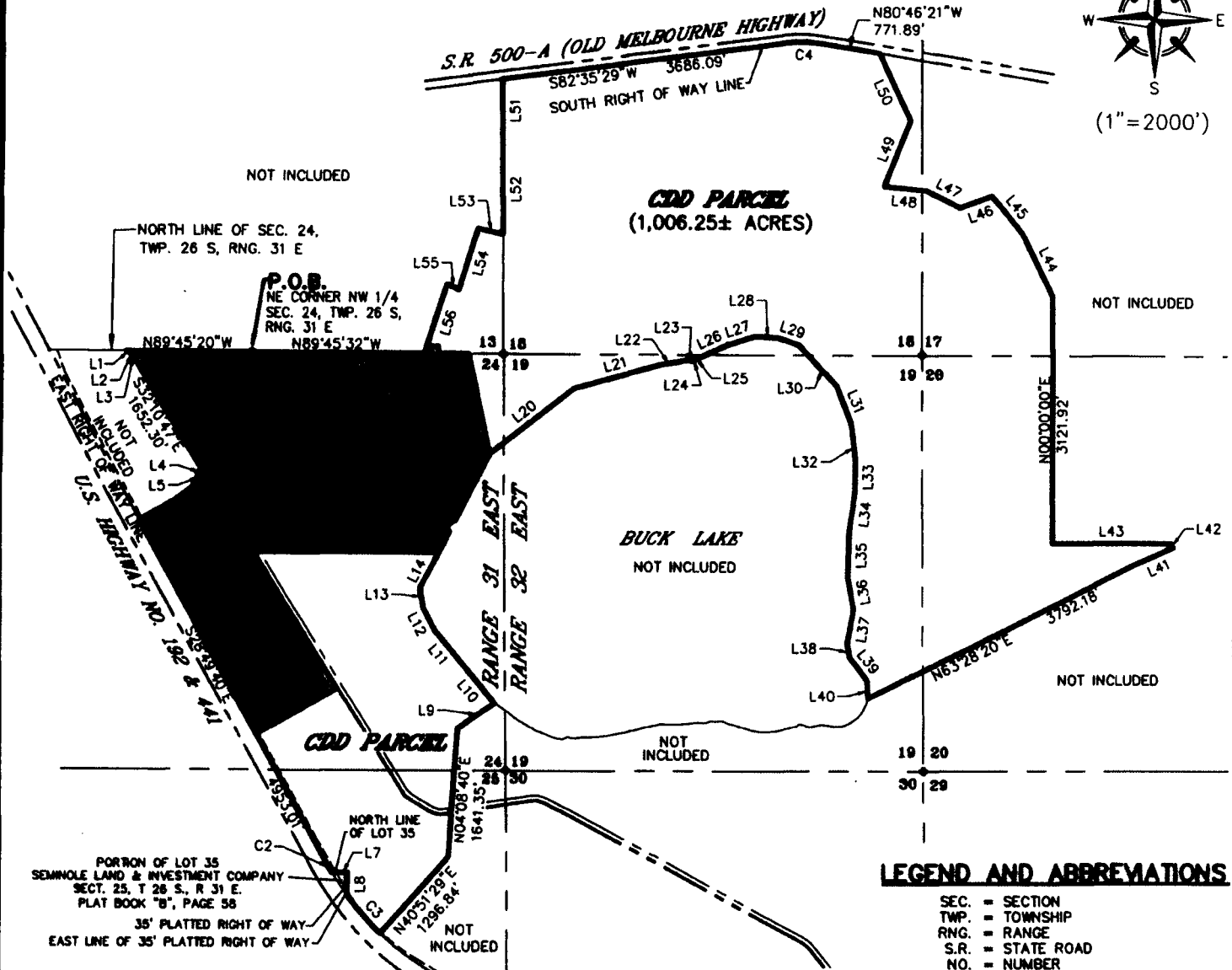
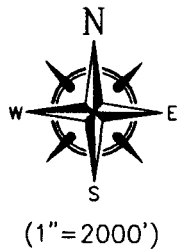
Containing 1,006.25 acres, more or less.

SHEET 2 OF 5

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RING. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION



LEGEND AND ABBREVIATIONS

- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- S.R. = STATE ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING S28°49'40"E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 3 OF 5

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S55°19'37"E	48.11'
L2	S45°17'29"E	46.56'
L3	S36°02'44"E	47.73'
L4	S43°58'59"W	97.14'
L5	S46°01'01"E	69.61'
L6	S61°10'41"W	372.89'
L7	N89°19'29"E	198.87'
L8	S00°04'21"E	297.74'
L9	N56°09'51"E	570.57'
L10	N39°13'52"W	667.67'
L11	N38°57'47"W	538.81'
L12	N27°21'05"W	316.06'
L13	N09°42'22"W	261.13'
L14	N28°18'30"E	508.18'
L15	N26°50'03"E	290.56'
L16	N30°57'02"W	74.79'
L17	N48°51'04"E	117.06'
L18	N81°35'58"E	23.74'
L19	N26°50'03"E	952.92'
L20	N51°48'18"E	1353.02'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N74°58'16"E	1134.21'
L22	N80°15'17"E	351.38'
L23	S80°34'15"E	55.21'
L24	N75°03'58"E	54.57'
L25	N63°32'40"E	84.55'
L26	N66°40'05"E	376.47'
L27	N72°26'23"E	369.98'
L28	S86°54'28"E	296.07'
L29	S70°48'57"E	291.89'
L30	S42°39'47"E	702.24'
L31	S21°34'08"E	514.89'
L32	S07°05'17"E	467.66'
L33	S00°47'47"W	395.47'
L34	S08°30'03"W	514.86'
L35	S01°17'49"W	590.21'
L36	S10°04'43"E	420.30'
L37	S10°31'40"W	430.35'
L38	S09°13'48"E	179.12'
L39	S36°26'41"E	365.54'
L40	S03°08'07"E	226.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N66°20'55"E	558.81'
L42	N26°19'21"W	62.37'
L43	N90°00'00"W	1544.48'
L44	N26°19'21"W	907.87'
L45	N38°50'11"W	613.74'
L46	S69°29'52"W	431.45'
L47	N62°42'16"W	473.32'
L48	N84°21'06"W	530.40'
L49	N21°33'05"E	894.66'
L50	N25°28'06"W	938.98'
L51	S00°30'30"E	809.15'
L52	S00°31'45"E	1149.86'
L53	N76°59'29"W	327.33'
L54	S16°51'13"W	814.05'
L55	N64°49'23"W	165.03'
L56	S17°43'23"W	915.07'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHD. LENGTH	CHD. BEARING
C1	572.22	2040.00	016°04'17"	288.00	570.35	S53°08'32"W
C2	163.53	3786.83	002°28'27"	81.78	163.52	S29°46'57"E
C3	645.71	3786.83	009°46'11"	323.64	644.93	S41°34'47"E
C4	401.85	1382.69	016°39'07"	202.35	400.44	N89°03'10"W

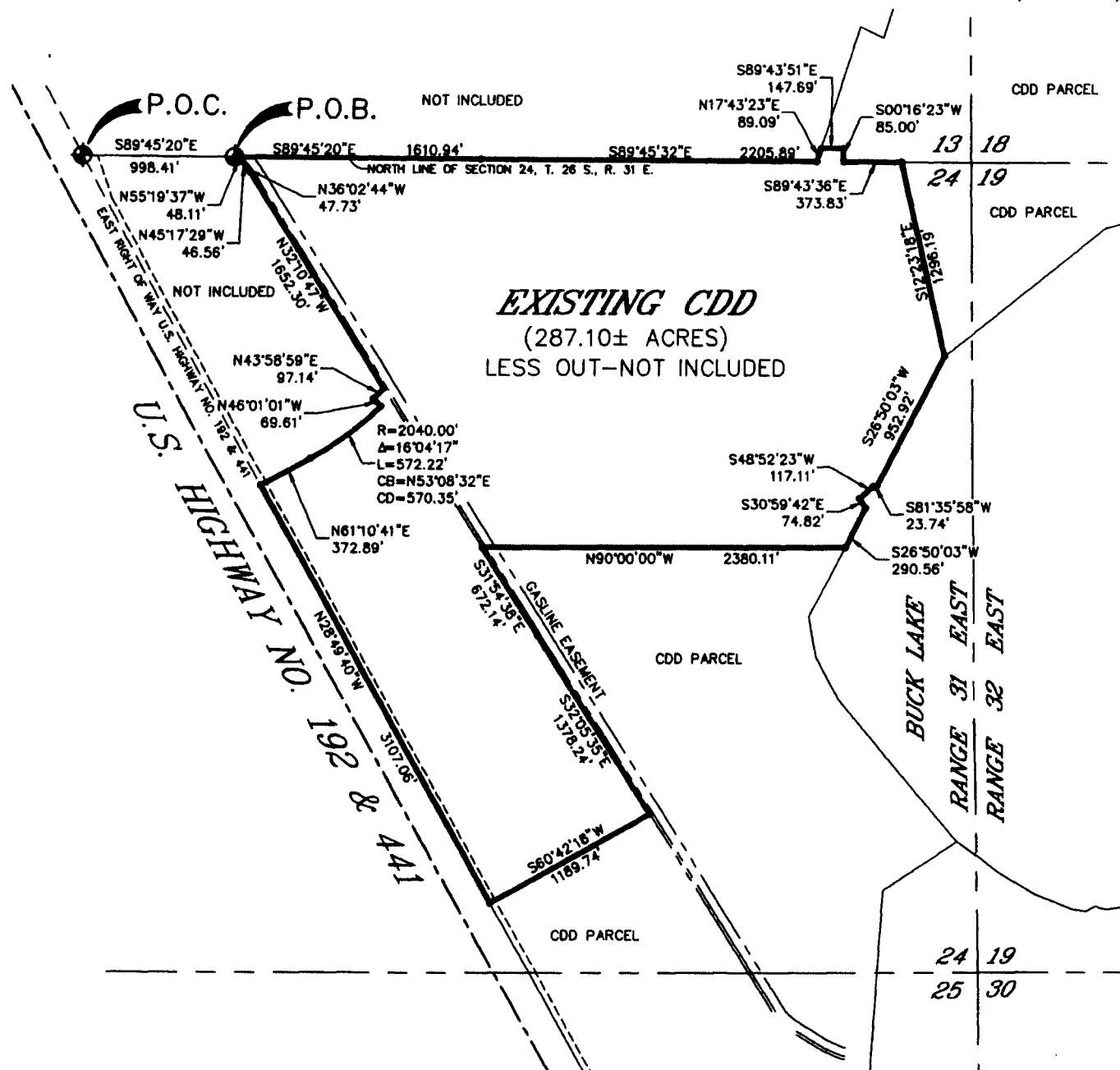
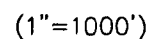
REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 4 OF 5

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNC. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

LESS OUT DETAIL



SHEET 5 OF 5

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNC. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

Exhibit B

Harmony West Enhancements

{00069245.DOCX/3}



CFN 2017109198
Bk 5185 Pgs 2689-2699 (11 Pgs)
DATE: 07/28/2017 09:25:19 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

This instrument prepared by and return to:

Jacob T. Cremer, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
P.O. Box 3299
Tampa, FL 33601

**INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY, FLORIDA AND
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of _____, 2017, is entered into by and between **Osceola County, Florida** (the "County"), a political subdivision of the State of Florida and the **Harmony West Community Development District** (the "District"), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Wrathell Hunt & Associates, LLC, 2300 Glades Rd., Suite 410-W, Boca Raton, FL 33431.

RECITALS:

WHEREAS, BIRCHWOOD ACRES LIMITED PARTNERSHIP, L.L.L.P., a Florida limited liability company (the "Petitioner"), as fee simple owner of real property located in Osceola County, Florida, more particularly described on Exhibit "A" hereto and incorporated herein by this reference (the "Property"), did file with the County on September 28, 2016, a petition (the "Petition") pursuant to the Act (as defined herein) to establish the Harmony West Community Development District; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), on April 17, 2017, granted the Petition; and

WHEREAS, on April 18, 2017, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2017-02 (the "Ordinance") establishing the Harmony West Community Development District (the "District"); and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(1) and 190.012(2)(a) and 190.012(2)(d) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing; and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District Board for approval; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel, This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the Act, respectively.

“Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, Florida Statutes, as amended from time to time.

“Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

ARTICLE II - DISTRICT POWERS

Section 2.01 Exercise of Powers.

A. **Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d), 190.012(3) and 190.012(4), Florida Statutes.

B. **Acknowledgment of Powers.** The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c), 190.012(2)(e) and 190.012(2)(f), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District
Notice of Public Financing
This Interlocal Agreement

Section 3.02 Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to publish in a newspaper that meets the requirements of Chapter 190, once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule", which notice shall designate the date, time *and* place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as noted in Section 3.03 hereunder.

Section 3.03 District Website Information. The District shall establish a website within 120 days of its establishment. The District website shall include the District's Meeting Schedule and all other information as required by Chapter 189.015(1), 189.016 and 189.069, *Florida Statutes*, which shall include, but is not limited to, the:

1. Full legal name of the District.
2. Public purpose of the District.
3. Name, official addresses, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the District.
4. Fiscal year of the District.
5. Full text of the special district's charter, the date of establishment, the establishing entity, and a reference to Chapter 190, *Florida Statutes*, under which the District operates, include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the District.
7. Description of the boundaries or service area of, and the services provided by, the District.
8. Listing of all taxes, fees, assessments, or charges imposed and collected by the District, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge.
9. Primary contact information for the District for purposes of communication from the department.
10. A code of ethics adopted by the District, if applicable, and a hyperlink to generally applicable ethics provisions.
11. Budget of the District and any amendments thereto in accordance with s. 189.016.
12. Final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the District.
13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
14. Public facilities report.
15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information.

Section 3.04 Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to work in cooperation with the Osceola County Property Appraiser and Tax Collector to have notice of the date, time and places of the annual budget hearing placed on the TRIM Notice sent to each landowner in the District. In the event of any increase to assessments, each affected landowner will get notice of the proposed increase and date, place and time of public hearing to consider such increase. The District shall also post budget information on its Website, as noted in Section 3.03 above.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 4.01 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter

designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County notify the District that the County intends to elect to designate an individual within County staff (CDD Coordinator) as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:	County Attorney County Administration Building 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741
If to the District:	Pfilip Hunt District Manager Wrathell Hunt & Associates, LLC 2300 Glades Rd., Suite 410-W Boca Raton, FL 33431
With Copy to:	Petitioner Birchwood Acres Limited Partnership, LLLP. Harmony Square Drive West Harmony, FL 34773
With a copy to:	Jacob T. Cremer, Esq. Petitioner's Counsel Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. P.O. Box 3299 Tampa, FL 33601

Section 4.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 4.03 Filing. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 4.04 Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 4.05 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 4.06 Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 4.07 Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

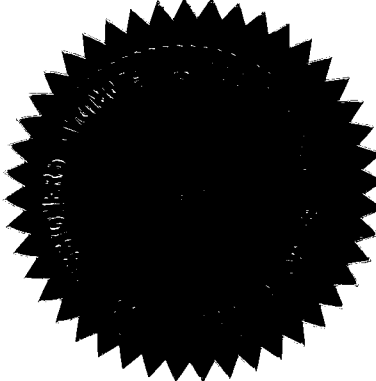
Board of County Commissioners
of Osceola County, Florida

By: [Signature]
Name: Fred Hawkins, Jr.
Title: Vice Chairman

ATTEST:

[Signature]
Name: Tammy Ross
Title: Deputy Clerk
Interlocal Agreement with
Harmony West CDD

STATE OF FLORIDA)
COUNTY OF OSCEOLA)



The foregoing instrument was acknowledged before me this 17th day of April, 2017, by Fred Hawkins and Tammy Ross as the Vice Chair and Deputy Clerk of Osceola County, Florida, and who have acknowledged that they executed the same on behalf of Osceola County, Florida and that each was authorized to do so. Each is personally known to me or has produced as identification.

In witness whereof, I hereunto set my hand and official seal.



[Signature]
Notary Public, State of Florida
Print Name: Debra A Davis
My Commission Expires: 12/17/18
My Commission No.: 77152071

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT

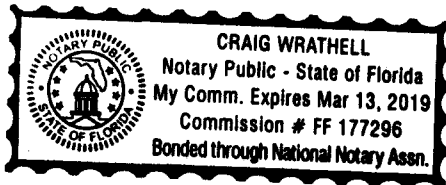
By: Bill Kowder
Name: Bill Kowder
Title: Chairman

ATTEST:
[Signature]
Name: Amber Sambrano

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 21st day of July, 2017,
by Bill Kowder and Amber Sambrano as the Chairman of the Board of
Supervisors and Vice-Chair for the Harmony West Community Development District, and
who have acknowledged that they executed the same on behalf of the Harmony West
Community Development District and that each was authorized to do so. Each is personally
known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.



Notary Public; State of Florida
Print Name: Craig Wrathell
My Commission # FF 177296
My Commission Expires March 13, 2019

EXHIBIT "A"
TO INTERLOCAL AGREEMENT

LEGAL DESCRIPTION

**METES AND BOUNDS LEGAL DESCRIPTION OF THE
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**

A-1

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N64°01'01"W, a distance of 69.61 feet; thence run N43°58'59"W, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.



CFN 2018157019
Bk 5420 Pgs 948-955 (8 Pgs)
DATE: 10/19/2018 11:02:10 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

This instrument prepared by and return to:

Vivek K. Babbar
Straley Robin Vericker
1510 W. Cleveland St.
Tampa, FL 33606

**FIRST AMENDMENT
TO THE INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY, FLORIDA AND
THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES**

This First Amendment to the Interlocal Agreement (this “**First Amendment**”) is entered into by and between **Osceola County, Florida** (the “**County**”), a political subdivision of the State of Florida and the **Harmony West Community Development District** (the “**District**”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*.

RECITALS:

WHEREAS, the District and County previously entered into that Interlocal Agreement dated July 28, 2017 (the “**Interlocal Agreement**”) incorporated by reference herein;

WHEREAS, Harmony Florida Land, LLC as fee simple owner of real property located in Osceola County, Florida, more particularly described on **Exhibit A** hereto and incorporated herein by this reference (the “**Property**”) consented to the District’s filing with the County on March 28, 2018, as revised, a petition (the “**Petition**”) to expand the boundaries of the District to include all of the Property within the District’s jurisdiction; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the “**County Board**”), on October 15, 2018, granted the Petition; and

WHEREAS, on October 15, 2018, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2018-55 expanding the boundaries of the District to include all of the Property; and

WHEREAS, it is in the mutual interest of the County and the District to amend the Interlocal Agreement to include all of the Property.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined, shall have the meaning ascribed to such term as provided in the Interlocal Agreement.

Section 1.02 Authority. This First Amendment is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.03 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.04 Authority to Contract. The execution of this First Amendment has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.05 Filing. The County Board and the District Board hereby authorize and direct, after execution of this First Amendment by the duly qualified and authorized officers of each of the parties hereto, that this First Amendment be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 1.06 Addition of Property. The County and the District desire to have the Property described in this First Amendment to replace the "Property" described in the Interlocal Agreement for all purposes.

Section 1.07 Ratification. Except as to the addition of the Property to the terms of the Interlocal Agreement, the terms and conditions of the Interlocal Agreement are hereby ratified and confirmed.

Section 1.08 Effective Date. This First Amendment shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This First Amendment shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

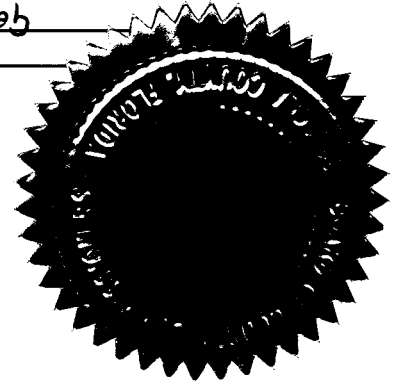
IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this First Amendment on this date and year first above written.

Board of County Commissioners
of Osceola County Florida

By: _____
Name: Cheryl L. Grieb
Title: Vice Chair

ATTEST:

Tammy Ross
Name: Tammy Ross
Title: Deputy Clerk

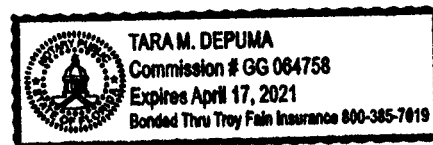


STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 15 day of October, 2018, by Cheryl L. Grieb and Tammy Ross as the Vice Chair and Deputy Clerk of Osceola County, Florida, and who have acknowledged that they executed the same on behalf of Osceola County, Florida and that each was authorized to do so. Each is personally known to me or has produced as identification.

In witness whereof, I hereunto set my hand and official seal.

Tara M. Depuma
Florida Notary Public Signature



Notary Stamp

Signed, sealed and delivered

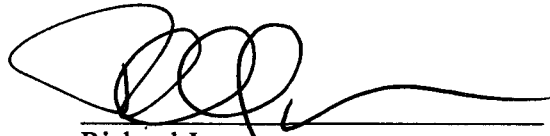
in the presence of:

Harmony West
Community Development District

JENNIFER JERMAN

Witness (Print Name)

Witness Signature



Richard Jerman
Chair of the Board of Supervisors

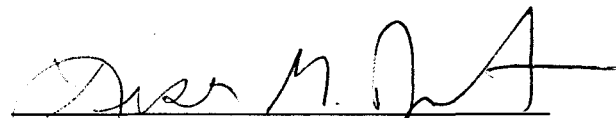
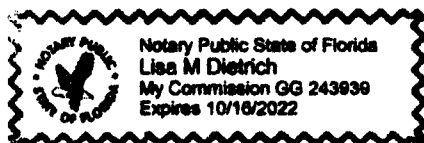
DENVER MARLOW

Witness (Print Name)

Witness Signature

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 2018, by Richard Jerman, as Chair of the Board of Supervisors for the District, on behalf of the District, [☒] who is personally known to me or [☐] who produced _____ as identification.


Florida Notary Public Signature

Notary Stamp

Exhibit A

SKETCH OF DESCRIPTION

A portion of Sections 13, 24 and 25, Township 26 South, Range 31 East and a portion of Sections 17, 18, 19 and 20, Township 26 South, Range 32 East, Osceola County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East; thence run N89°45'20"W, along the North line of said Section 24, a distance of 1,610.94 feet; thence run S55°19'37"E, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1,652.30 feet; thence run S43°58'59"W, a distance of 97.14 feet; thence run S46°01'01"E, a distance of 69.61 feet to a point on a Non Tangent curve, concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Southwesterly along the arc of said curve a distance of 572.22 feet (Chord Bearing = S53°08'32"W, Chord = 570.35 feet); thence run S61°10'41"W, a distance of 372.89 feet, to a point on the East Right of Way line of U.S. Highway No. 192 & 441; thence run the following (2) courses along said East Right of Way line: RUN S28°49'40"E, a distance of 4,953.01 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'27"; thence run Southeasterly along the arc of said curve, a distance of 163.53 feet (Chord Bearing = S29°46'57"E, Chord = 163.52 feet) to the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run N89°19'29"E, along said North line and Easterly extension thereof, a distance of 198.87 feet to the East line of a 35' Platted right of way per The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S00°04'21"E, along said Right of Way line, a distance of 297.74 feet to a point on the East Right of Way line of U.S. Highway No. 192 & 441 and point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 09°46'11"; thence run Southeasterly along the arc of said curve and said East Right of Way line, a distance of 645.71 feet (Chord Bearing = S41°34'47"E, Chord = 644.93 feet); thence run N40°51'29"E, a distance of 1,296.84 feet; thence run N04°08'40"E, a distance of 1,641.35 feet; thence run N56°09'51"E, a distance of 570.57 feet; thence run N39°13'52"W, a distance of 667.67 feet; thence run N38°57'47"W, a distance of 538.81 feet; thence run N27°21'05"W, a distance of 316.06 feet; thence run N09°42'22"W, a distance of 261.13 feet; thence run N28°18'30"E, a distance of 508.18 feet; thence run N26°50'03"E, a distance of 290.56 feet; thence run N30°57'02"W, a distance of 74.79 feet; thence run N48°51'04"E, a distance of 117.06 feet; thence run N81°35'58"E, a distance of 23.74 feet; thence run N26°50'03"E, a distance of 952.92 feet; thence run N51°48'18"E, a distance of 1,353.02 feet; thence run N74°58'16"E, a distance of 1,134.21 feet; thence run N80°15'17"E, a distance of 351.38 feet; thence run S80°34'15"E, a distance of 55.21 feet; thence run N75°03'58"E, a distance of 54.57 feet; thence run N63°32'40"E, a distance of 84.55 feet; thence run N66°40'05"E, a distance of 376.47 feet; thence run N72°26'23"E, a distance of 369.98 feet; thence run S86°54'28"E, a distance of 296.07 feet; thence run S70°48'57"E, a distance of 291.89 feet; thence run S42°39'47"E, a distance of 702.24 feet; thence run S21°34'08"E, a distance of 514.89 feet; thence run S07°05'17"E, a distance of 467.66 feet; thence run S00°47'47"W, a distance of 395.47 feet; thence run S08°30'03"W, a distance of 514.86 feet; thence run S01°17'49"W, a distance of 590.21 feet; thence run S10°04'43"E, a distance of 420.30 feet; thence run S10°31'40"W, a distance of 430.35 feet; thence run S09°13'48"E, a distance of 179.12 feet; thence run S36°26'41"E, a distance of 365.54 feet; thence run S03°08'07"E, a distance of 226.51 feet; thence run N63°28'20"E, a distance of 3,792.18 feet; thence run N66°20'55"E, a distance of 558.81 feet; thence run N26°19'21"W, a distance of 62.37 feet; thence run S90°00'00"W, a distance of 1,544.48 feet; thence run N00°00'00"E, a distance of 3,121.92 feet; thence run N26°19'21"W, a distance of 907.87 feet; thence run N38°50'11"W, a distance of 613.74 feet; thence run S69°29'52"W, a distance of 431.45 feet; thence run N62°42'16"W, a distance of 473.32 feet; thence run N84°21'06"W, a distance of 530.40 feet; thence run N21°33'05"E, a distance of 894.66 feet; thence run N25°28'06"W, a distance of 938.98 feet to a point on the South Right of Way line of State Road 500-A, Old Melbourne Highway; thence, along said South Right of Way line the following three (3) courses: run N80°46'21"W, a distance of 771.89 feet to a point on a non tangent curve, concave to the South, having a Radius of 1,382.69 feet and a Central Angle of 16°39'07"; thence run Westerly along the arc of said curve, a distance of 401.85 feet (Chord Bearing = N89°03'10"W, Chord = 400.44 feet); thence run S82°35'29"W, a distance of 3,686.09 feet; thence run S00°30'30"E, a distance of 809.15 feet; thence run S00°31'45"E, a distance of 1,149.86 feet; thence run N76°59'29"W, a distance of 327.33 feet; thence run S16°51'13"W, a distance of 814.05 feet; thence run N64°49'23"W, a distance of 165.03 feet; thence run S17°43'23"W, a distance of 915.07 feet to a point on said North line of Section 24; thence run N89°45'32"W, along said North line, a distance of 2,205.89 feet to the POINT OF BEGINNING.

Containing 56,338,406.21 square feet or 1,293.35 acres, more or less.

SHEET 1 OF 3

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1	DESCRIPTION
F.B.	PAGE	SHEET 2	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 3	TABLES
TWP.	26 S., RNC. 31 & 32 E.		
JOB NO.	15-052B		

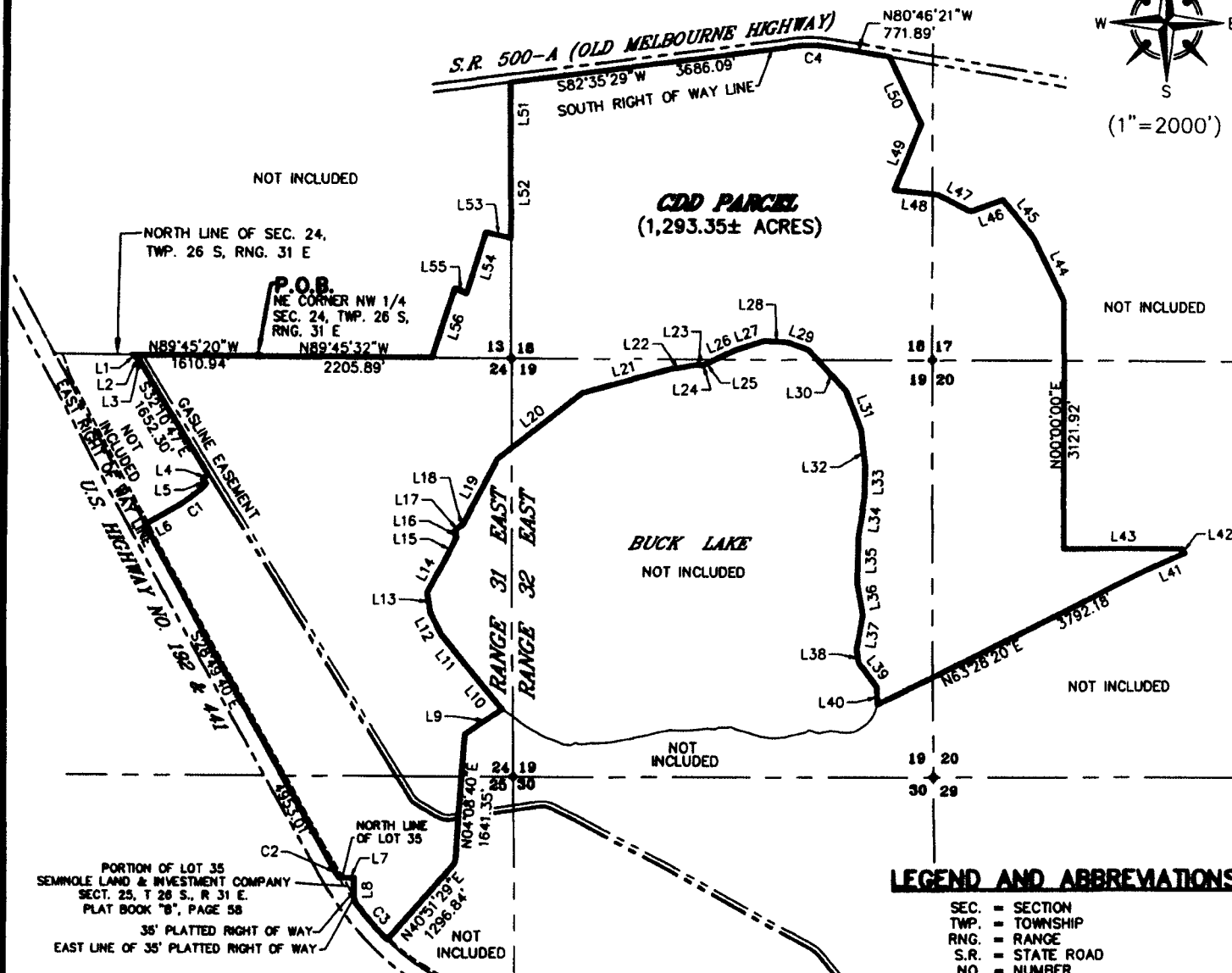
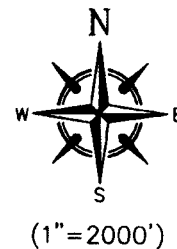
JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

R.D.B. *2/06/18*
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING S28°49'40"E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 2 OF 3

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1	DESCRIPTION
F.B.	PAGE	SHEET 2	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 3	TABLES
TWP.	26 S., RNG. 31 & 32 E.		
JOB NO.	15-052B		

JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S55°19'37"E	48.11'
L2	S45°17'29"E	46.56'
L3	S36°02'44"E	47.73'
L4	S43°58'59"W	97.14'
L5	S46°01'01"E	69.61'
L6	S61°10'41"W	372.89'
L7	N89°19'29"E	198.87'
L8	S00°04'21"E	297.74'
L9	N56°09'51"E	570.57'
L10	N39°13'52"W	667.67'
L11	N38°57'47"W	538.81'
L12	N27°21'05"W	316.06'
L13	N09°42'22"W	261.13'
L14	N28°18'30"E	508.18'
L15	N26°50'03"E	290.56'
L16	N30°57'02"W	74.79'
L17	N48°51'04"E	117.06'
L18	N81°35'58"E	23.74'
L19	N26°50'03"E	952.92'
L20	N51°48'18"E	1353.02'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N74°58'16"E	1134.21'
L22	N80°15'17"E	351.38'
L23	S80°34'15"E	55.21'
L24	N75°03'58"E	54.57'
L25	N63°32'40"E	84.55'
L26	N66°40'05"E	376.47'
L27	N72°26'23"E	369.98'
L28	S86°54'28"E	296.07'
L29	S70°48'57"E	291.89'
L30	S42°39'47"E	702.24'
L31	S21°34'08"E	514.89'
L32	S07°05'17"E	467.66'
L33	S00°47'47"W	395.47'
L34	S08°30'03"W	514.86'
L35	S01°17'49"W	590.21'
L36	S10°04'43"E	420.30'
L37	S10°31'40"W	430.35'
L38	S09°13'48"E	179.12'
L39	S36°26'41"E	365.54'
L40	S03°08'07"E	226.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N66°20'55"E	558.81'
L42	N26°19'21"W	62.37'
L43	N90°00'00"W	1544.48'
L44	N26°19'21"W	907.87'
L45	N38°50'11"W	613.74'
L46	S69°29'52"W	431.45'
L47	N62°42'16"W	473.32'
L48	N84°21'06"W	530.40'
L49	N21°33'05"E	894.66'
L50	N25°28'06"W	938.98'
L51	S00°30'30"E	809.15'
L52	S00°31'45"E	1149.86'
L53	N76°59'29"W	327.33'
L54	S16°51'13"W	814.05'
L55	N64°49'23"W	165.03'
L56	S17°43'23"W	915.07'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHD. LENGTH	CHD. BEARING
C1	572.22	2040.00	016°04'17"	288.00	570.35	S53°08'32"W
C2	163.53	3786.83	002°28'27"	81.78	163.52	S29°46'57"E
C3	645.71	3786.83	009°46'11"	323.64	644.93	S41°34'47"E
C4	401.85	1382.69	016°39'07"	202.35	400.44	N89°03'10"W

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 3 OF 3

DATE	2/06/2018	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1	DESCRIPTION
F.B.	PAGE	SHEET 2	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 3	TABLES
TWP.	26 S., RNC. 31 & 32 E.		
JOB NO.	15-052B		

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

This instrument was prepared by/
record and return to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
SunTrust Center, Suite 2300
Orlando, Florida 32801
(407) 649-4000

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Harmony)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made effective as of September 27, 2017 (the "Effective Date"), by and between BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, whose address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 ("Assignor"), and HARMONY FLORIDA LAND LLC, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 ("Assignee").

WHEREAS, Assignor is a party to all or some of the instruments referenced in Exhibit "A", attached hereto and incorporated herein by reference (collectively, the "Documents"), which are related to the project commonly known as Harmony located in Osceola County, Florida;

WHEREAS, in connection with the transfer of substantially all of Assignor's remaining right, title and interest in the project known as Harmony located in Osceola County, Florida, Assignor desires to transfer and assign to Assignee any and all assignable rights, title, interests, exemptions, duties, powers, obligations, benefits and reservations (collectively, "Rights") of Assignor under the Documents, if any, and Assignee desires to assume the same; and

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Assignment. Assignor hereby grants, sells, assigns, conveys, transfers, sets over and delivers to Assignee, its successors and assigns, without warranty or recourse, all Rights, if any, of the Assignor in, under the Documents.
3. Acceptance of Assignment. Assignee hereby accepts this Assignment and Assignee hereby accepts and assumes, without warranty from or recourse against Assignor, all such Rights, if any, of Assignor.
4. Assignee's Address for Notices. Assignee hereby designates the following as its address for any and all notices to be given under the Documents:

HARMONY FLORIDA LAND LLC
1750 W. Broadway
Suite 111
Oviedo, FL 32765

Assignee may change its address from time to time by recording notice thereof in the public records of Osceola County, Florida.

5. Recording. Assignor and Assignee hereby direct that this Assignment be recorded in the public records of Osceola County, Florida to give notice of the terms and conditions set forth herein.

6. Binding Obligations. This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to conflicts of laws.

7. Severability. Should any court of competent jurisdiction deem any provision or clause of this Assignment to be illegal, invalid, or unconscionable and unenforceable, such provision or clause shall be fully severable from this Assignment and, in its place, there shall be added to this Assignment a similar provision as near in intent as possible but which is not illegal or unconscionable, and this Assignment shall be construed and interpreted as if such illegal, invalid or unconscionable and unenforceable provision or clause had never comprised a part of this Assignment.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

9. Reference to Documents in this Assignment. Notwithstanding any provision in this Assignment to the contrary, the reference to the Documents herein shall not act to re-impose the same.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date first above written.

Signed, sealed and delivered
in the presence of:

"Assignor"


Birchwood Acres Limited Partnership, LLLP, a
Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a Delaware
limited liability company, as its
General Partner



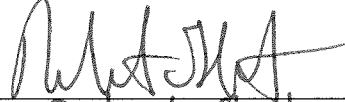
Signature of Witness

Print Name: David L. Evans, Jr.



Signature of Witness

Print Name: Samantha C. Franchim

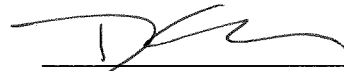
By: 

Printed: Robert Glantz
Its: Authorized Agent

State of Florida)
County of DADE) ss.

The foregoing instrument was acknowledged before me this 26 day of September, 2017, by Robert Glantz, as Authorized Agent for VII GP Harmony, L.L.C., a Delaware limited liability company, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL) 
DAVID L. EVANS, JR.
Commission # GG 001469
Expires September 20, 2020
Bonded Thru Troy Fain Insurance 800-385-7019



(Notary Signature)
David L. Evans, Jr.

(Notary Name Printed)
NOTARY PUBLIC
My commission expires: Sept 20, 2020

“Assignee”

HARMONY FLORIDA LAND LLC,
a Delaware limited liability company

Signature of Witness

Print Name: Grant T. Downing

Kristin Adde
Signature of Witness

Print Name: Kristen K. Idle

State of FLORIDA)
)ss.
County of ORANGE)

The foregoing instrument was acknowledged before me this 26 day of September, 2017, by Richard A. Jermol, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.


(Notary Signature)

(NOTARY SEAL)



(Notary Name Printed)

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

Documents

1. Oil, Gas and Mineral Reservations, in favor of Consolidated Naval Stores Company set forth in that certain Deed recorded June 6, 1950, in Deed Book 131, Page 203 and in that certain Deed recorded January 2, 1958, in Book 17, Page 391; Conveyance of Interest in favor of Consolidated-Tomoka Land Co. set forth in that certain Warranty Deed recorded October 6, 1969, in Book 194, Page 132; Notice Pursuant to Section 704.05 and 712, Florida Statutes recorded August 19, 1975, in Book 314, Page 644 and Notice Pursuant to Section 704.05 and 712, Florida Statutes recorded August 19, 1975, in Book 314, Page 674; Release of Surface Entry Rights with Respect to Oil, Gas and Mineral Interest recorded November 3, 1983, in Book 690, Page 452; Quit-Claim Deed (Subsurface Interest) in favor of Birchwood Acres Ltd. Partnership recorded March 2, 2000, in Book 1708, Page 2413; Conveyance of Interest in favor of Indigo Group Inc., a Florida corporation by Warranty Deed recorded December 13, 2004, in Book 2654, Page 1908 and Corrective Warranty Deed recorded May 17, 2006, in Book 3160, Page 732.
2. Easement Agreement between Triple E Development Company and Houston Texas Gas and Oil Corporation recorded January 12, 1959, in Book 35, Page 13; Modification and Amendment recorded July 23, 1996, in Book 1339, Page 375; Encroachment Agreement recorded October 8, 2001, in Book 1941, Page 1054; Pipeline Relocation, Upgrade and Temporary Work Space Agreement recorded September 24, 2007, in Book 3566, Page 2864 and Encroachment Agreement recorded January 22, 2015, in Book 4725, Page 909.
3. Drainage Easement in favor of the State of Florida recorded September 19, 1960, in Book 65, Page 485.
4. Easement in favor of Florida Power Corporation recorded April 15, 1963, in Book 103, Page 28.
5. Easement Grant in favor of Florida Gas Transmission Company recorded April 26, 1963, in Book 103, Page 252.
6. Easement in favor of the City of St. Cloud set forth in Order of Taking recorded June 15, 1987, in Book 842, Page 2470.
7. Grant of Easement in favor of United Telephone Company recorded May 18, 1992, in Book 1068, Page 380.
8. Pipeline Easement in favor of Florida Gas Transmission Company recorded December 21, 1993, in Book 1162, Page 230; Modification and Amendment recorded July 23, 1996, in Book 1339, Page 375; Encroachment Agreement recorded October 8, 2001, in Book 1941, Page 1054; Pipeline Relocation, Upgrade and Temporary Work Space Agreement recorded September 24, 2007, in Book 3566, Page 2864 and Encroachment Agreement recorded January 22, 2015, in Book 4725, Page 909.
9. Notice of Establishment of the Harmony Community Development District recorded March 24, 2000, in Book 1717, Page 1764; Amended Notice recorded May 8, 2000, in Book 1734, Page 1712 and Second Amended Notice recorded October 12, 2001, in Book 1943, Page 1779.
10. Final Judgments concerning validation of Harmony Community Development District Bond recorded August 8, 2000, in Book 1766, Page 148, re-recorded August 17, 2000, in Book 1771,

Page 893; and recorded August 10, 2000, in Book 1767, Page 457, re-recorded August 29, 2000, in Book 1775, Page 952.

11. Project Improvement Acquisition Agreement between Birchwood Acres Limited Partnership and Harmony Community Development District recorded April 6, 2001, in Book 1856, Page 656 and 1st Modification recorded October 12, 2001, in Book 1943, Page 1775.
12. Reclaimed Water and Well Agreement recorded April 6, 2001, in Book 1856, Page 704; together with conveyance of easements by Deed in favor of the City of Kissimmee, Florida, recorded April 28, 2003, in Book 2239, Page 37 and conveyance of infrastructures by Bill of Sale recorded in Book 2239, Page 45.
13. Deed of Conservation Easement in favor of the Florida Fish and Wildlife Conservation Commission recorded July 18, 2001, in Book 1904, Page 274.
14. Interlocal Agreement Between Harmony Community Development District and Osceola County Pertaining to District Infrastructure Construction and Maintenance recorded August 2, 2001, in Book 1911, Page 2203 and re-recorded in Book 1922, Page 649.
15. Pipeline Easement Agreement in favor of Reliant Energy Osceola, LLC, a Delaware limited liability company recorded August 2, 2001, in Book 1911, Page 2781.
16. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded October 9, 2001, in Book 1941, Page 2463 and Amended and Restated Declaration recorded October 23, 2002, in Book 2133, Page 915.
17. Access and Utilities Easement Agreement in favor of Harmony Community Development District recorded September 9, 2002, in Book 2107, Page 407; together with conveyance of easements by Deed in favor of the City of Kissimmee, Florida, recorded April 28, 2003, in Book 2239, Page 37 and conveyance of infrastructures by Bill of Sale recorded in Book 2239, Page 45.
18. Deed of Conservation Easement in favor of the Florida Fish and Wildlife Conservation Commission recorded October 10, 2002, in Book 2125, Page 1895.
19. Drainage Easement between Birchwood Acres Limited Partnership and Harmony Community Development District recorded October 10, 2002, in Book 2125, Page 2078; First Amendment recorded October 10, 2002, in Book 2125, Page 2090; Second Amendment recorded November 25, 2003, in Book 2390, Page 1459; Third Amendment recorded November 1, 2004, in Book 2629, Page 288; Fourth Amendment recorded November 1, 2004, in Book 2629, Page 291; Fifth Amendment of Drainage Easement recorded June 24, 2005, in Book 2822, Page 1694; Sixth Amendment of Drainage Easement recorded October 27, 2006, in Book 3316, Page 2502; Seventh Amendment of Drainage Easement recorded February 23, 2009, in Book 3801, Page 2420; Eighth Amendment recorded January 21, 2016, in Book 4903, Page 749 and Ninth Amendment recorded December 30, 2016, in Book 5078, Page 1765.
20. Communication Systems Right of Way and Easement in favor of Sprint-Florida, Incorporated recorded November 22, 2002, in Book 2150, Page 342.
21. State of Florida Department of Transportation Project Resolution for State Highway System Projects recorded March 3, 2003, in Book 2203, Page 2530.

22. Harmony Transition Interlocal Agreement recorded April 18, 2003, in Book 2233, Page 1582; together with conveyance of easements by Deed in favor of the City of Kissimmee, Florida, recorded April 28, 2003, in Book 2239, Page 37 and conveyance of infrastructures by Bill of Sale recorded in Book 2239, Page 45.
23. Perpetual, Non-Exclusive Easement reserved in favor of Birchwood Acres Limited Partnership, LLLP, its successor and/or assigns set forth in Special Warranty Deed recorded June 10, 2003, in Book 2268, Page 885.
24. Easement by necessity for ingress & egress for lands conveyed to The School District of Osceola County, Florida, by virtue of Special Warranty Deed recorded in Book 2268, Page 892.
25. Underground Utility Easement in favor of the School District of Osceola County, Florida recorded June 10, 2003, in Book 2268, Page 914.
26. Easement in favor of the City of Kissimmee, Florida recorded August 27, 2003, in Book 2325, Page 1428.
27. Non-Exclusive Perpetual Drainage Easement in favor of the State of Florida Department of Transportation recorded September 25, 2003, in Book 2347, Page 1215 and re-recorded October 29, 2003, in Book 2373, Page 375.
28. Non-Exclusive Perpetual Drainage Easement in favor of the State of Florida Department of Transportation recorded September 25, 2003, in Book 2347, Page 1219; re-recorded October 29, 2003, in Book 2373, Page 386 and Exercise of Maintenance Option recorded July 16, 2004, in Book 2559, Page 1040.
29. Distribution Easement in favor of Florida Power Corporation dba Progress Energy Florida, Inc. recorded October 13, 2003, in Book 2359, Page 750.
30. Perpetual Easement in favor of the State of Florida Department of Transportation recorded June 23, 2004, in Book 2543, Page 1093 and Quit-Claim Deed recorded in Book 2543, Page 1105.
31. Non-Exclusive Perpetual Drainage Easement in favor of the State of Florida Department of Transportation recorded July 16, 2004, in Book 2559, Page 1242.
32. Deed of Conservation Easement in favor of South Florida Water Management District recorded November 12, 2004, in Book 2637, Page 937; as affected by Partial Release of Conservation Easement recorded April 28, 2006, in Book 3142, Page 1033.
33. Deed of Conservation Easement in favor of South Florida Water Management District recorded November 12, 2004, in Book 2637, Page 988.
34. DRI Transportation Proportionate Share Agreements recorded February 14, 2005, in Book 2703, Page 552 and recorded February 22, 2005, in Book 2708, Page 1412; First Amendment recorded February 5, 2007, in Book 3400, Page 765 and Partial Release recorded November 24, 2010, in Book 4065, Page 1170.
35. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded April 1, 2005, in Book 2744, Page 1669.

36. Service Agreement Lighting Service (Phase 2 Roadway) recorded May 23, 2005, in Book 2785, Page 503 and Amendment No. One (1) recorded August 19, 2016 in Book 5011, Page 2564.
37. Board of Supervisors Harmony Community Development District Resolution 2006-1 recorded January 5, 2006, in Book 3021, Page 573.
38. Service Agreement for Lighting Service (Phase 3 Roadway) recorded June 19, 2006, in Book 3190, Page 1474.
39. Deed of Conservation Easement in favor of the Florida Fish and Wildlife Conservation Commission recorded September 20, 2006, in Book 3281, Page 1805.
40. Access Easement Agreement in favor of Osceola County recorded June 20, 2007, in Book 3504, Page 2781.
41. Easement in favor of Tohopekaliga Water Authority recorded September 17, 2008, in Book 3738, Page 69.
42. Distribution Easement in favor of Florida Power Corporation dba Progress Energy Florida, Inc. recorded November 6, 2008, in Book 3761, Page 2508.
43. Easement Agreement recorded September 24, 2010, in Book 4037, Page 1985.
44. Orlando Utilities Commission Utility Easement recorded August 8, 2011, in Book 4161, Page 1899.
45. South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit recorded October 24, 2012, in Book 4340, Page 1420.
46. Easement in favor of Tohopekaliga Water Authority recorded March 14, 2013, in Book 4411, Page 2225.
47. Agreement to Use Alternative Calculation Approach For Determining Capital Shortfall Amounts Between Birchwood Acres Limited Partnership, LLLP and Tohopekaliga Water Authority recorded September 6, 2013, in Book 4498, Page 1168.
48. Service Agreement for Lighting Service Harmony Neighborhood H-1 recorded May 7, 2014, in Book 4605, Page 1958.
49. Utility and Drainage Easement Agreement recorded September 24, 2014, in Book 4670, Page 2682.
50. Access Easement Agreement recorded September 24, 2014, in Book 4670, Page 2729.
51. Recorded Notice of Environmental Resource Permit recorded April 22, 2015, in Book 4767, Page 2222.
52. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded April 30, 2015, in Book 4772, Page 1646.
53. Assessment Acknowledgement and True Up Agreement recorded April 30, 2015, in Book 4772, Page 1654.

54. Tohopekaliga Water Authority Water, Reuse, and Wastewater System Developer's Service Agreement by and between the Harmony Development Company, LLC and Tohopekaliga Water Authority recorded June 26, 2015, in Book 4800, Page 967.
55. Amendment No. One (1) to Service Agreement for Lighting Service recorded November 25, 2015, in Book 4877, Page 1268.
56. Tohopekaliga Water Authority Water, Reuse and Wastewater System Developer's Service Agreement recorded March 15, 2016, in Book 4928, Page 1588.
57. Service Agreement for Lighting Service (Harmony Neighborhood I) recorded March 30, 2016, in Book 4935, Page 2082.
58. Recorded Notice of Environmental Resource Permit recorded December 27, 2016, in Book 5075, Page 2034.
59. Notice of Establishment of the Harmony West Community Development District recorded May 16, 2017, in Book 5148, Page 2328.

Note: All of the recording information contained herein refers to the Public Records of Osceola County, Florida.

Prepared by and Return to: TWA Legal Counsel

Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 32741

Parcel ID Number: 24-26-31-0000-0010-0000

TOHOPEKALIGA WATER AUTHORITY WATER, REUSE, AND WASTEWATER SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of February, 2018, by and between **Harmony Florida Land, LLC** (hereafter "DEVELOPER"), and **TOHOPEKALIGA WATER AUTHORITY ("TWA")**, an independent "Special District" created pursuant to Chapter 189, Laws of Florida.

RECITALS

1. The DEVELOPER has or is about to develop property by erecting commercial improvements consisting of a ~~134103~~ lot subdivision on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, reuse, and wastewater facilities so to receive adequate service.

3. TWA is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, reuse, and wastewater service through central water, reuse, and wastewater facilities, and to accept and operate a water and reuse distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, reuse, and wastewater service from TWA.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and TWA hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of TWA to furnish water, reuse, and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water and reuse distribution and wastewater collection system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to TWA, as a contribution-in-aid-of-construction, to induce TWA to continuously provide water, reuse, and wastewater service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS: DEVELOPER hereby grants and gives TWA the exclusive right or privilege to construct, own, maintain, and operate the water, reuse, and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event TWA is required or desires to install any additional water, reuse, and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to TWA, without cost or expense to TWA, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by TWA shall be made in such a manner as not to interfere with the then primary use of such "private property." TWA covenants that it will use due diligence in ascertaining all easement locations; however, should TWA install any of its facilities outside a dedicated easement area, DEVELOPER, the successors and assigns of DEVELOPER, covenant and agree that TWA will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. TWA hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water, reuse, and wastewater facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easement to other entities to provide to the Property any utility services other than water, reuse, and wastewater service.

SECTION 4. PROVISION OF SERVICE; PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, TWA covenants and agrees that it will allow the connection of the water and reuse distribution and wastewater collection facilities installed by DEVELOPER to the central water, reuse, and wastewater facilities of TWA in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. TWA agrees that once it provides water, reuse, and wastewater service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, TWA will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, reuse, and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, reuse, and wastewater system of TWA. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to TWA and otherwise fully comply with TWA's rules, regulations, and ordinances applicable to the provision of water, reuse, and wastewater service.

4.2. The DEVELOPER, its successors and assigns agrees to pay to TWA for monthly service within thirty (30) days after statement is rendered by TWA all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, TWA may, in its sole discretion, terminate service.

4.3. The DEVELOPER, its successors and assigns shall pay as a condition precedent impact fees and connection fees in accordance with TWA's current rules, regulations, policies and ordinances.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce TWA to provide water, reuse, and wastewater service, and to continuously provide customers located on the Property with water, reuse, and wastewater services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to TWA as a contribution-in-aid-of-construction, the on-site and/or off-site water and reuse distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with TWA rules, regulations, policies, resolutions, ordinances and utility standards.

5.2. DEVELOPER shall pay TWA to review engineering plans and specifications of the type and in the form as prescribed by TWA, showing the on-site and/or off-site water and reuse distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. TWA will advise DEVELOPER's engineer of any sizing requirements as mandated by TWA's system extension policy and

utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to TWA concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to TWA and no construction shall commence until TWA has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water and reuse distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water and reuse distribution and wastewater collection facilities by DEVELOPER, TWA shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to TWA upon completion of construction.

5.4. By these presents, upon completion and approval by TWA, the DEVELOPER shall transfer to TWA, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water and reuse distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by TWA of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by TWA, DEVELOPER shall convey to TWA, by bill of sale, or other appropriate documents, in form satisfactory to TWA's counsel, the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities as constructed by DEVELOPER and approved by TWA. DEVELOPER shall further cause to be conveyed to TWA, all easements and/or rights-of-way covering areas in which on-site and/or off-site water and reuse distribution and wastewater collection facilities are installed by recordable document in form satisfactory to TWA's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to TWA, establishing DEVELOPER's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by TWA. TWA agrees that the acceptance of the on-site and/or off-site water and reuse distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by TWA for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by TWA. Mortgagee(s), if any,

holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water and reuse distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in TWA waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. TWA shall not be obligated for any reason whatsoever nor shall TWA pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water, reuse, and wastewater facilities and properties of TWA, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water, reuse, or wastewater services shall not be entitled to offset any bill or bills rendered by TWA for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of TWA.

SECTION 6. EVIDENCE OF TITLE. At least thirty (30) days prior to TWA's acceptance of the water and reuse distribution and wastewater collection facilities, at the expense of the DEVELOPER, DEVELOPER agrees to either deliver to TWA an Abstract of Title, brought up to date, which abstract shall be retained by TWA, and remain the property of TWA, or to furnish TWA an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with TWA that the on-site and/or off-site water and reuse distribution and wastewater collection facilities conveyed to TWA for use in connection with providing water, reuse, and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of TWA, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, reuse, and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, TWA may establish, revise, modify and

enforce rules, regulations and rates covering the provision of water, reuse, and wastewater service to the Property. Such rules, regulations and rates are subject to the approval of TWA's Board of Supervisors. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, reuse, and wastewater service provided to the Property by TWA.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, reuse, and wastewater facilities of TWA until approval for such connection has been granted by TWA.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, TWA and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without the written consent of TWA first having been obtained. TWA agrees not to unreasonably withhold such consent.

SECTION 11. NOTICES; PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

TWA: Executive Director
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

DEVELOPER: *Harmony Florida Land, LLC*
Attn: Richard Jeeman
1750 W. Broadway, Suite 111
Orlando, FL 32765

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and TWA shall survive the completion of the work of DEVELOPER with respect to completing the water, reuse, and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or

representations, either verbal or written, heretofore in effect between DEVELOPER and TWA, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between DEVELOPER and TWA. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of TWA and it shall be and become effective immediately upon execution by both parties hereto. In the event that TWA or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then TWA or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. The parties deem each other to be independent contractors, and not agents of the other.

14.2. INDEMNIFICATION. Developer will indemnify, save and hold harmless TWA against all liability, losses, damage or other expenses, including reasonable attorney's fees which may be imposed upon, incurred by or asserted against TWA by reason of any negligence on the part of the developer or its employees, agents, contractors, licensees or invitees; any personal injury or property damage occurring on or about the property or any part thereof; or any failure on the part of the developer to perform or comply with any covenant required to be performed or complied with against TWA by reason of any such occurrences, developer will, at developer's expense, resist or defend any such action or proceeding. Provided further, however, developer shall have no obligation with respect to claims arising out of the intentional or negligent conduct of TWA or its employees, agents, contractors, licensees or invitees or of third parties not included in the definitions above. The liability and immunity of TWA is governed by the provisions of Section 768.28, Florida Statutes (1995), and nothing in this agreement is intended to extend the liability of TWA or to waive any immunity enjoyed by TWA under that statute. Any provisions of this agreement determined to be contrary to Section 768.28 or to create any liability or waive any immunity except as specifically provided in Section 768.28 shall be considered void.

14.3. FORCE MAJEURE. TWA shall not be liable or responsible to the developer by reason of the failure or inability of TWA to take any action it is required to take or to comply with the requirements imposed hereby or (or any injury to the developer or by those claiming by or through the developer, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, city, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability

to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, city, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of TWA and which by exercise of due diligence TWA is unable to overcome.

14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this agreement or an authorized successor or assignee thereof.

14.5. DISCLAIMER OF SECURITY. Notwithstanding any other provision of this agreement, the developer expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, TWA's system), any personal property, or any existing or future revenue source of TWA (including, specifically, any revenues or rates, fees, or charges collected by TWA in connection with TWA's system) as security for any amounts of money payable by TWA under this agreement; and (2) that its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of TWA, whether currently outstanding or hereafter issued.

14.6. AGREEMENT NOT A COMMITMENT FOR SCHEDULE. There shall be no liability whatsoever on the part of TWA for failure to supply water, reuse, and wastewater service to developer according to developer's needs or schedules. This agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, reuse, and wastewater service to the Property during the period of time TWA, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement TWA shall have the sole and exclusive right and privilege to provide water, reuse, and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are

not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to TWA.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and TWA.

1. The DEVELOPER shall coordinate locations for all water, sewer and reuse services and mains with other utility companies (i.e., gas, power, telephone, cable) and the home builder(s) to avoid conflicts or damage to the services and mains. The following conditions apply:
 - a. Transformer junction boxes shall not be allowed over water, sewer or reuse services or mains.
 - b. Water, sewer and reuse services shall not be located under house driveways.
 - c. During the development of any and all lots of the subdivision and the multifamily section The Developer shall be responsible for the repair or correction of any conflicts between water, sewer and reuse mains/services and other utilities/driveways at The Developer's expense until all buildings are constructed.
2. Tree plantings shall maintain a minimum of five feet horizontal separation from water, sewer and reuse mains and services. Tree plantings that do not meet this minimum distance shall be relocated at the DEVELOPER's expense.
3. The DEVELOPER shall timely pay to TWA system development charges in accordance with the System Development Charge Resolution adopted in Resolution No. 2010-021.

4. All existing water, reuse and force mains along US. 192 impacted by Harmony West 1A proposed US 192 roadway improvements shall be relocated at the expense of The DEVELOPER to the satisfaction of TWA.

14. If a reuse main is installed and placed into service in an easement adjacent to the US 192 right-of-way or within the US 192 right-of-way, the Project shall be required to connect to the reuse system for irrigation service within ninety days at the DEVELOPER's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, DEVELOPER and TWA have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

TOHOPEKALIGA WATER AUTHORITY

By: Brian L. Wheeler
Brian L. Wheeler, Executive Director
951 Martin Luther King Blvd.
Kissimmee, FL 34741

Attest: Nilsa C. Diaz
Nilsa C. Diaz, Executive Assistant

The form of this agreement has not been changed or modified from the standard form except for the inclusion of standard Special Conditions, which have been previously approved by the Board of Supervisors.

STATE OF FLORIDA
COUNTY OF OSCEOLA

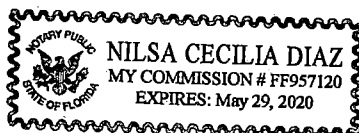
The foregoing instrument was acknowledged before me this 26th day of February, 2018, by Brian L. Wheeler, of the Tohopekaliga Water Authority, a Special District authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me.

Nilsa C. Diaz
Signature of Person Taking Acknowledgment

Nilsa C. Diaz
Name of Acknowledger Typed, Printed or Stamped

Notary Public
Title or Rank

FF 957120
Serial Number, if any.



Signed, sealed and delivered
in the presence of:

X: [Signature]

By: JENNIFER JERMAN

X: [Signature]

By: Nicolas T. Shoopman

DEVELOPER

Harmony Florida Land
LLC

By: [Signature]

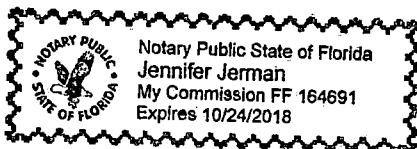
Printed Name: Richard A. Jerman

Its: VP

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of JANUARY,
2018, by RICHARD JERMAN, of HARMONY FLORIDA LAND LLC,
a DELAWARE LLC authorized to do business in the
State of Florida, on behalf of the corporation. S/He is personally known to me or has
produced [Signature] as identification and did (did not) take an oath.



Signature of Person Taking Acknowledgment

JENNIFER JERMAN
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

FF164691
Serial Number, if any.

EXHIBIT A
Property Description
and Location Map

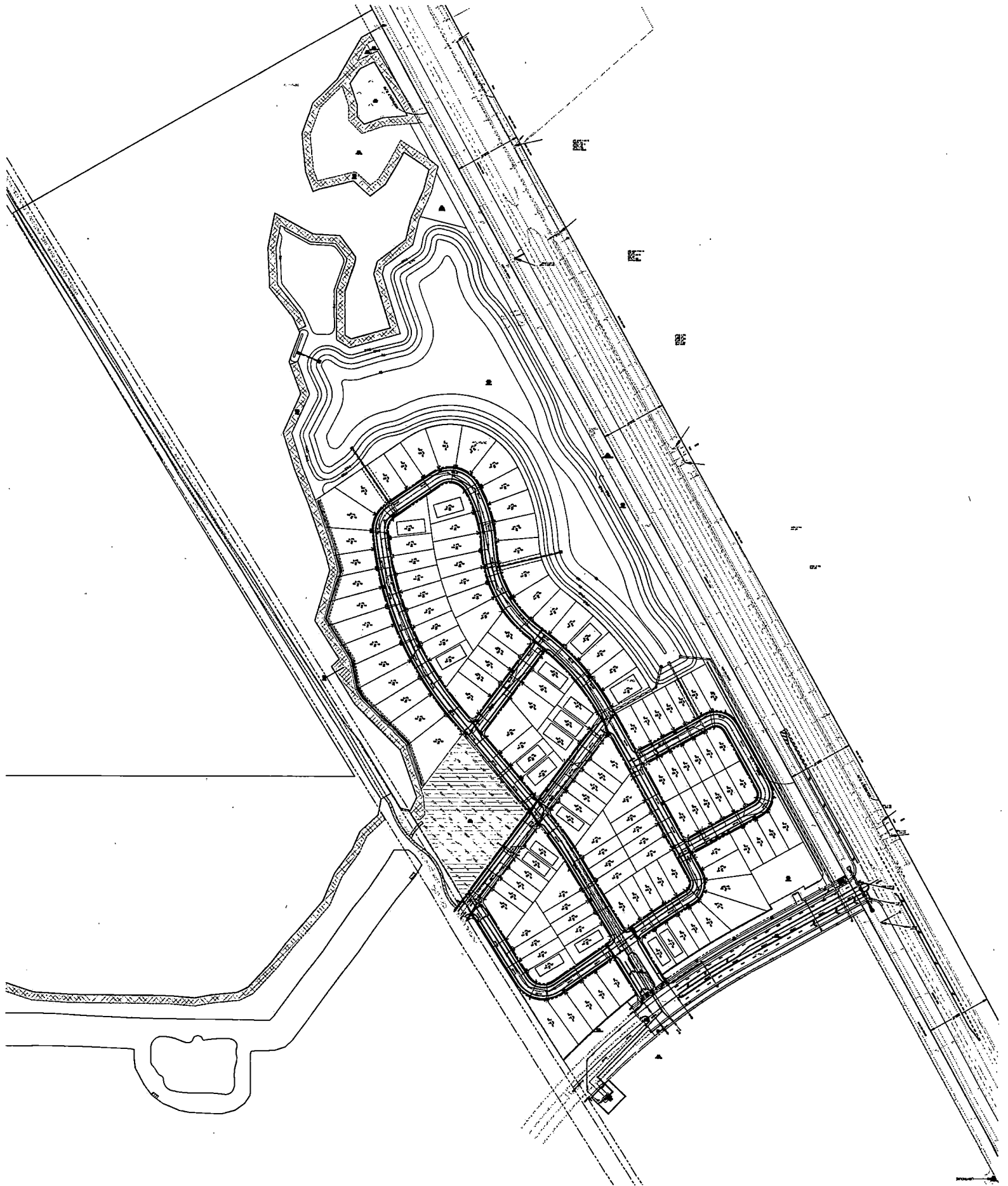
Exhibit A

LEGAL DESCRIPTION

A parcel of land lying in a portion of Section 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Beginning at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E along said North line, a distance of 998.41 feet; thence run S55°19'37"E departing said North line, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1723.99 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 2040.00 feet and a Central Angle of 07°54'00"; thence run Southwesterly along the arc of said curve, a distance of 281.27 feet (Chord Bearing=S46°48'34"W, Chord=281.05 feet); thence run S39°14'26"E, a distance of 140.00 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 2180.00 feet and a Central Angle of 06°55'08"; thence run Northeasterly along the arc of said curve, a distance of 263.25 feet (Chord Bearing=N47°18'00"E, Chord=263.09 feet); thence run S32°10'47"E, a distance of 501.62 feet; thence run S30°14'43"E, a distance of 143.27 feet; thence run S31°54'38"E, a distance of 1037.80 feet; thence run S32°05'35"E, a distance of 1378.24 feet; thence run S60°42'18"W, a distance of 1189.74 feet; thence run N28°49'40"W, a distance of 5551.57 feet; to the POINT OF BEGINNING.

Containing 125.86 acres, more or less.



DEED OF CONSERVATION EASEMENT RIPARIAN USES

Prepared by:

Jay E. Baker

Bio-Tech Consulting, Inc.

3025 East South Street

Orlando, FL 32803

Return original or certified recorded document to:

South Florida Water Management District

3301 Gun Club Road, MSC 2430

West Palm Beach, FL 33401



CFN 2018046150

Bk 5305 Pgs 354-376 (23 Pgs)

DATE: 03/22/2018 10:52:00 AM

ARMANDO RAMIREZ, CLERK OF COURT

OSCEOLA COUNTY

RECORDING FEES \$197.00

THIS DEED OF CONSERVATION EASEMENT is given this 3rd day of March, 2018, by Harmony Florida Land, LLC ("Grantor") whose mailing address is 1750 W Broadway, Suite 111, Oviedo, FL 32765 to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Osceola County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 49-02568-P ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto). It is the further purpose of this Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Area onto adjacent sovereignty submerged lands except as approved in the Permit (or any modification thereto) or Management Plan.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Osceola County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Osceola County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Riparian Rights. This Conservation Easement shall convey to Grantee Grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Area except as necessary to construct, use, and maintain the structures and activities approved in the Permit (or any modification thereto) or Management Plan. The Grantor specifically reserves the right to conduct limited vegetation removal and clearing necessary for constructing boat docks, piers, adjoining boardwalks, and other preemptive structures and activities described in the Permit (or any modification thereto) or Management Plan. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release the Grantor from the duty of obtaining any necessary South Florida Water Management District federal, state or local government permit authorizations or state-owned lands approvals for construction of the structures. The Grantor specifically reserves its riparian rights of swimming, wading, and fishing, and, to the extent consistent with this Conservation Easement, its riparian right of boating.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Harmony Florida Land, LLC ("Grantor") has hereunto set its authorized hand this 8th day of March, 2018

☐ A Florida corporation or ☒ a Florida LLC (choose one)

By: [Signature]
(Signature)

Name: Brian A. Jerman
(Print)

Title: VP

Signed, sealed and delivered in our presence as witnesses:

By: Nicolas T. Shoopman
(Signature)

Name: Nicolas T. Shoopman
(Print)

By: JENNIFER JENNY
(Signature)

Name: JENNIFER JENNY
(Print)

STATE OF FLORIDA

COUNTY OF Seminole

On this 21 day of March, 2018, before me, the undersigned notary public, personally appeared R. A. Jensen, the person who subscribed to the foregoing instrument, as the Vice President (title), of Harmony Florida Land, LLC ☐ (corporation), a Florida corporation, or ☒ Florida LLC (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Christine Rachelle Kontogiannis
(Signature)

Christine Rachelle Kontogiannis
(Name)

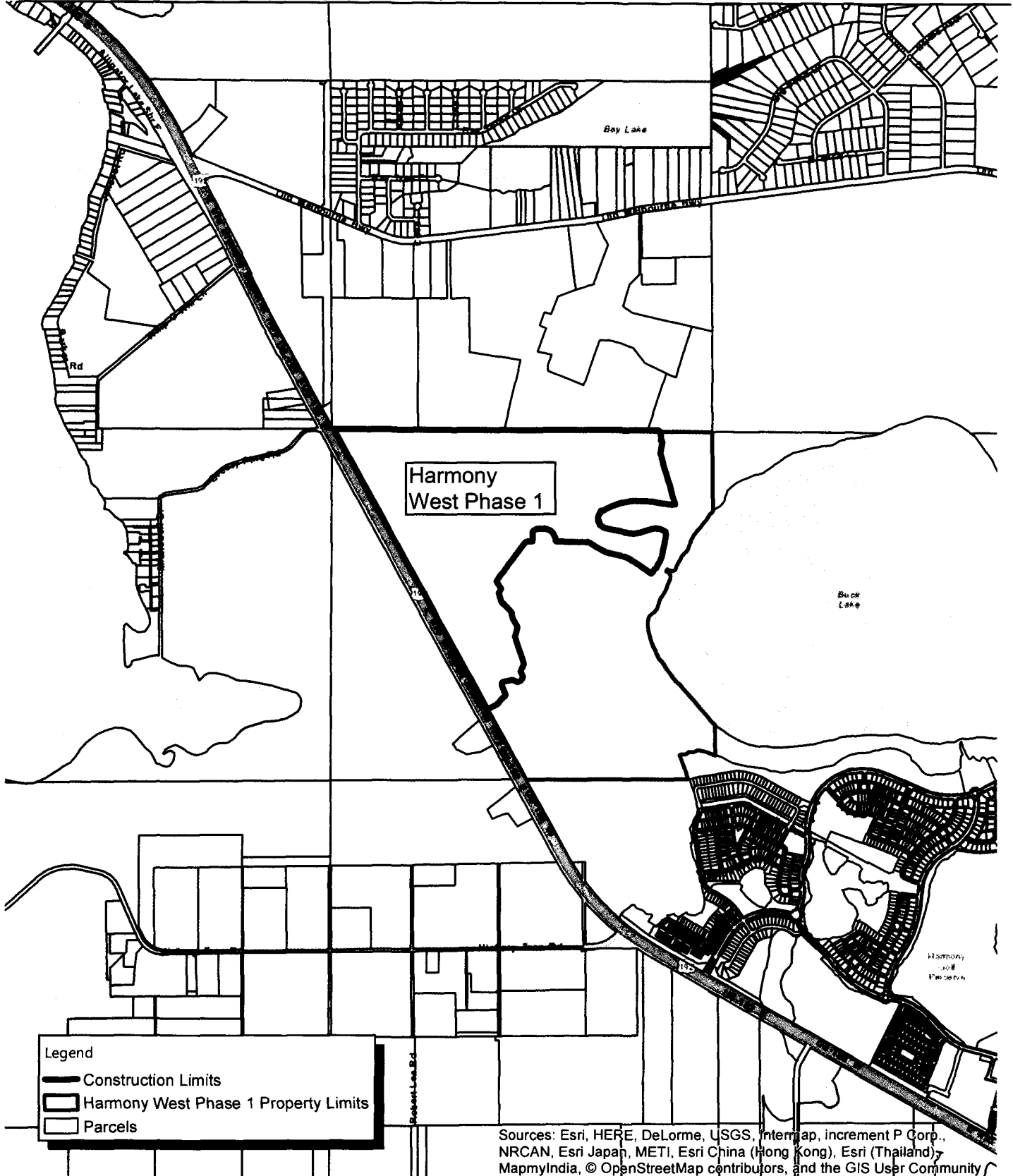
My Commission Expires: April 21, 2020



CHRISTINE RACHELLE KONTOGIANNIS
MY COMMISSION # FF 004500
EXPIRES: April 21, 2020
Bonded Thru Budget Notary Services

EXHIBIT A

[LOCATION MAP]



Harmony West Phase 1

Figure 1

Location Map

April 2016

0 1000 2000 Feet



EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

SKETCH OF DESCRIPTION WETLAND W-3

LEGAL DESCRIPTION:

WETLAND W-3:

A parcel of land lying in a portion of Section 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East; thence run S89°45'20"E along said North line, a distance of 2,609.35 feet; thence run S89°45'32"E, a distance of 1,560.74 feet; thence run S00°14'28"W, a distance of 1,339.61 feet to the POINT OF BEGINNING; thence run N34°20'13"E, a distance of 45.87 feet; thence run N67°00'39"E, a distance of 80.13 feet; thence run N73°30'30"E, a distance of 74.03 feet; thence run N66°51'18"E, a distance of 93.62 feet; thence run N69°39'37"E, a distance of 85.28 feet; thence run N78°13'08"E, a distance of 79.51 feet; thence run S88°41'31"E, a distance of 104.82 feet; thence run S82°59'12"E, a distance of 105.12 feet; thence run S86°06'39"E, a distance of 117.40 feet; thence run S78°57'22"E, a distance of 102.71 feet; thence run S87°13'06"E, a distance of 76.81 feet; thence run S74°39'44"E, a distance of 87.94 feet; thence run S08°31'49"W, a distance of 162.32 feet; thence run S19°22'47"W, a distance of 52.76 feet; thence run S82°29'07"W, a distance of 49.85 feet; thence run N47°47'03"W, a distance of 44.20 feet; thence run N67°03'45"W, a distance of 71.67 feet; thence run S89°33'25"W, a distance of 82.38 feet; thence run S68°59'53"W, a distance of 40.34 feet; thence run S68°04'51"W, a distance of 81.68 feet; thence run S79°12'45"W, a distance of 134.74 feet; thence run S81°59'57"W, a distance of 78.66 feet; thence run N85°00'51"W, a distance of 76.87 feet; thence run N79°42'46"W, a distance of 77.84 feet; thence run N74°19'39"W, a distance of 137.43 feet; thence run N82°14'28"W, a distance of 61.28 feet; thence run N63°18'46"W, a distance of 46.34 feet; thence run N21°02'10"W, a distance of 54.79 feet to the POINT OF BEGINNING.

Containing 5.15 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
PG.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	R	PROPERTY LINE
R	RADIUS	○	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2011 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **TRAMELL WEBB PARTNERS, INC.**

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	07/19/16	REVISIONS
SCALE	1" = 200'	
F.B.	PAGE	
SECTION	24	
TWP.	26 S., RNG. 31 E.	
JOB NO.	15-052	SHEET 1 OF 3

JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

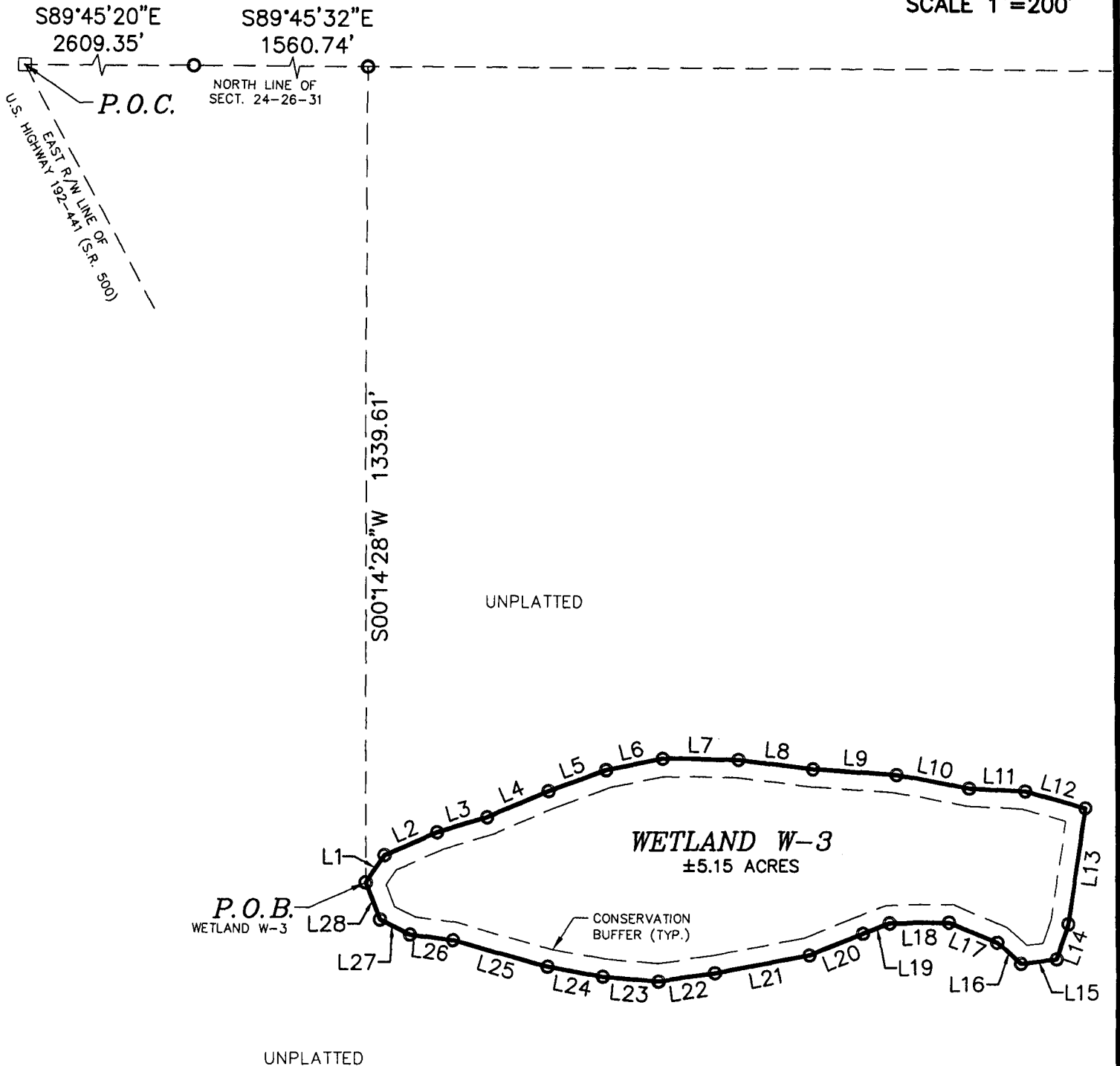
R.D.B.
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL

SKETCH OF DESCRIPTION WETLAND W-3



SCALE 1"=200'



P.O.B.
WETLAND W-3

WETLAND W-3
±5.15 ACRES

CONSERVATION
BUFFER (TYP.)

UNPLATTED

JOHNSTON'S
SURVEYING INC.

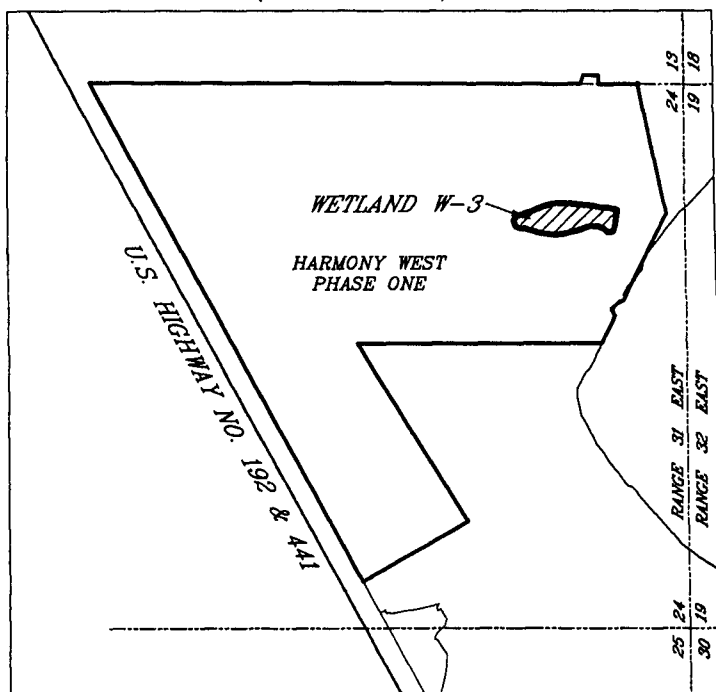
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

SHEET 2 OF 3

SKETCH OF DESCRIPTION WETLAND W-3

KEY MAP
(NOT TO SCALE)



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N34°20'13"E	45.87'
L2	N67°00'39"E	80.13'
L3	N73°30'30"E	74.03'
L4	N66°51'18"E	93.62'
L5	N69°39'37"E	85.28'
L6	N78°13'08"E	79.51'
L7	S88°41'31"E	104.82'
L8	S82°59'12"E	105.12'
L9	S86°06'39"E	117.40'
L10	S78°57'22"E	102.71'
L11	S87°13'06"E	76.81'
L12	S74°39'44"E	87.94'
L13	S08°31'49"W	162.32'
L14	S19°22'47"W	52.76'
L15	S82°29'07"W	49.85'
L16	N47°47'03"W	44.20'
L17	N67°03'45"W	71.67'
L18	S89°33'25"W	82.38'
L19	S68°59'53"W	40.34'
L20	S68°04'51"W	81.68'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S79°12'45"W	134.74'
L22	S81°59'57"W	78.66'
L23	N85°00'51"W	76.87'
L24	N79°42'46"W	77.84'
L25	N74°19'39"W	137.43'
L26	N82°14'28"W	61.28'
L27	N63°18'46"W	46.34'
L28	N21°02'10"W	54.79'

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 3

SKETCH OF DESCRIPTION WETLAND W-5

LEGAL DESCRIPTION:

WETLAND W-5:

A parcel of land lying in a portion of Section 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East; thence run S28°49'40"E along said Right of Way line, a distance of 5,551.57 feet; thence run N60°42'18"E, a distance of 39.79 feet to the POINT OF BEGINNING; thence run N28°49'57"W, a distance of 81.67 feet; thence run N61°07'29"E, a distance of 22.90 feet; thence run N30°13'23"E, a distance of 59.49 feet; thence run S64°17'33"W, a distance of 67.08 feet; thence run N32°08'23"W, a distance of 254.28 feet; thence run N85°07'04"E, a distance of 112.23 feet; thence run N71°25'13"E, a distance of 73.24 feet; thence run S44°51'04"E, a distance of 56.82 feet; thence run S00°18'55"E, a distance of 44.49 feet; thence run S18°55'50"E, a distance of 62.50 feet; thence run N45°34'25"E, a distance of 93.81 feet; thence run N19°39'06"E, a distance of 86.91 feet; thence run N05°28'56"W, a distance of 107.03 feet; thence run N21°15'37"W, a distance of 35.28 feet; thence run S76°22'14"W, a distance of 117.65 feet; thence run N48°40'44"W, a distance of 61.11 feet; thence run S52°01'44"W, a distance of 32.30 feet; thence run S31°09'28"W, a distance of 66.87 feet; thence run S28°39'37"W, a distance of 66.32 feet; thence run N57°08'28"W, a distance of 94.74 feet; thence run N52°05'46"W, a distance of 42.99 feet; thence run N14°44'42"E, a distance of 81.39 feet; thence run N24°13'21"E, a distance of 90.49 feet; thence run N13°33'45"E, a distance of 77.50 feet; thence run N53°03'55"E, a distance of 108.27 feet; thence run N15°06'42"E, a distance of 24.37 feet; thence run N17°06'36"W, a distance of 188.69 feet; thence run N74°20'46"E, a distance of 159.85 feet; thence run S58°33'12"E, a distance of 46.03 feet; thence run S00°17'22"E, a distance of 149.67 feet; thence run S19°06'11"W, a distance of 89.79 feet; thence run S12°12'22"W, a distance of 10.13 feet; thence run S36°37'38"E, a distance of 57.88 feet; thence run S87°00'36"E, a distance of 75.57 feet; thence run S61°48'55"E, a distance of 104.64 feet; thence run N11°19'17"E, a distance of 70.50 feet; thence run N02°51'58"W, a distance of 110.21 feet; thence run N38°45'39"W, a distance of 109.38 feet; thence run N23°57'57"W, a distance of 42.94 feet; thence run N66°02'03"E, a distance of 24.94 feet; thence run N23°57'57"W, a distance of 10.71 feet; thence run N20°43'35"E, a distance of 92.81 feet; thence run N20°20'07"W, a distance of 9.34 feet; thence run S69°39'53"W, a distance of 24.94 feet; thence run N20°20'07"W, a distance of 104.88 feet; thence run N24°35'32"E, a distance of 130.00 feet; thence run N17°21'35"W, a distance of 107.64 feet; thence run N25°43'01"W, a distance of 41.05 feet; thence run N20°28'07"W, a distance of 66.51 feet; thence run N55°39'27"E, a distance of 25.75 feet; thence run N20°28'07"W, a distance of 36.76 feet; thence run N18°15'29"W, a distance of 109.57 feet; thence run N15°02'09"W, a distance of 110.99 feet; thence run N16°39'25"E, a distance of 106.94 feet; thence run N32°22'46"W, a distance of 148.90 feet; thence run N11°02'25"W, a distance of 90.73 feet; thence run N31°45'33"W, a distance of 33.14 feet; thence run N44°52'02"W, a distance of 191.68 feet; thence run N16°42'36"W, a distance of 23.74 feet; thence run N19°36'24"W, a distance of 82.94 feet; thence run N18°33'42"W, a distance of 62.43 feet; thence run N04°27'15"W, a distance of 53.84 feet; thence run N44°17'40"E, a distance of 22.65 feet; thence run S86°57'25"E, a distance of 16.90 feet; thence run S31°54'38"E, a distance of 825.89 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,149.95 feet to the POINT OF BEGINNING.

Containing 23.04 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
P.C.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	R	PROPERTY LINE
R	RADIUS	○	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2011 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **TRAMELL WEBB PARTNERS, INC.**

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	07/19/16	REVISIONS	
SCALE	1" = 400'		
F.B.	PAGE		
SECTION	24		
TWP.	26	S. RNG.	31 E.
JOB NO.	15-052		
SHEET 1 OF 3			

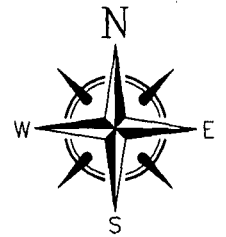
JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

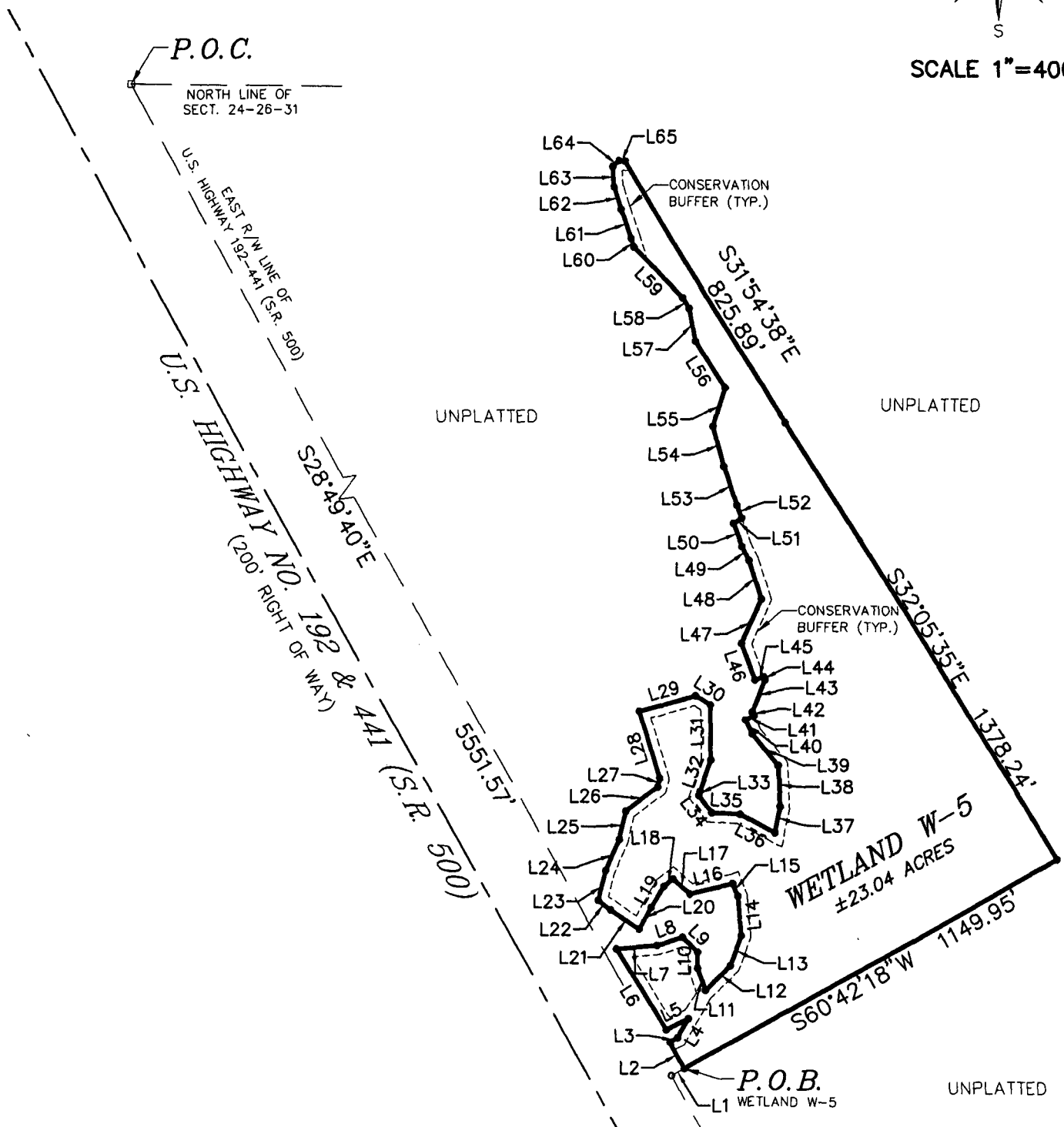
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION WETLAND W-5



SCALE 1"=400'



SHEET 2 OF 3

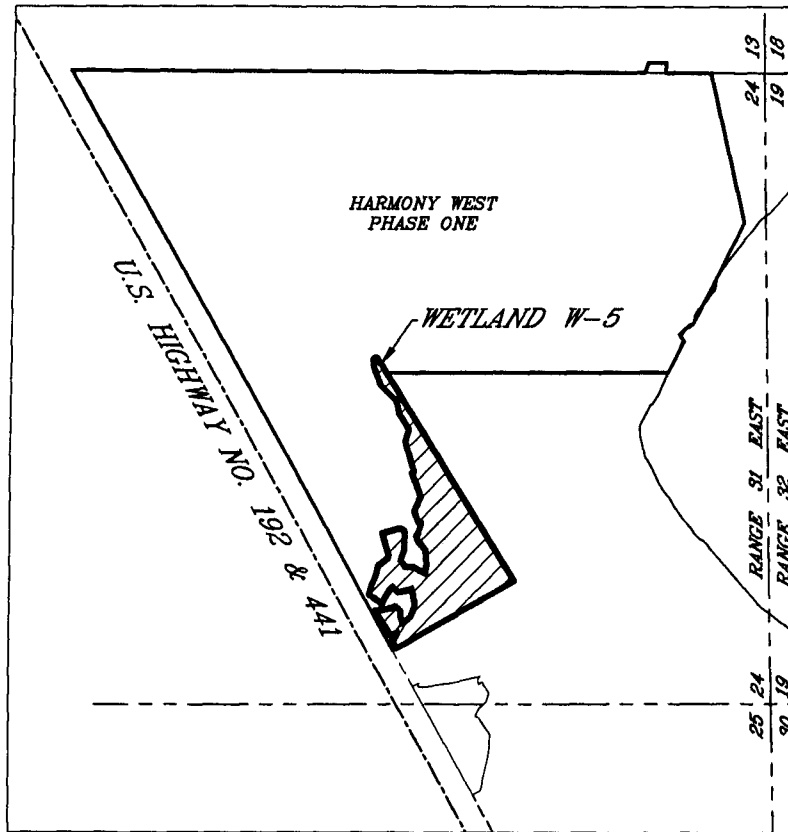
JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

SKETCH OF DESCRIPTION WETLAND W-5

KEY MAP
(NOT TO SCALE)



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N60°42'18"E	39.79'
L2	N28°49'57"W	81.67'
L3	N61°07'29"E	22.90'
L4	N30°13'23"E	59.49'
L5	S64°17'33"W	67.08'
L6	N32°08'23"W	254.28'
L7	N85°07'04"E	112.23'
L8	N71°25'13"E	73.24'
L9	S44°51'04"E	56.82'
L10	S00°18'55"E	44.49'
L11	S18°55'50"E	62.50'
L12	N45°34'25"E	93.81'
L13	N18°39'06"E	86.91'
L14	N05°28'56"W	107.03'
L15	N21°15'37"W	35.28'
L16	S76°22'14"W	117.65'
L17	N48°40'44"W	61.11'
L18	S52°01'44"W	32.30'
L19	S31°09'28"W	66.87'
L20	S28°39'37"W	66.32'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N57°08'28"W	94.74'
L22	N52°05'46"W	42.99'
L23	N14°44'42"E	81.39'
L24	N24°13'21"E	90.49'
L25	N13°33'45"E	77.50'
L26	N53°03'55"E	108.27'
L27	N15°06'42"E	24.37'
L28	N17°06'36"W	188.69'
L29	N74°20'46"E	159.85'
L30	S58°33'12"E	46.03'
L31	S00°17'22"E	149.67'
L32	S19°06'11"W	89.79'
L33	S12°12'22"W	10.13'
L34	S36°37'38"E	57.88'
L35	S87°00'36"E	75.57'
L36	S61°48'55"E	104.64'
L37	N11°19'17"E	70.50'
L38	N02°51'58"W	110.21'
L39	N38°45'39"W	109.38'
L40	N23°57'57"W	42.94'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N66°02'03"E	24.94'
L42	N23°57'57"W	10.71'
L43	N20°43'35"E	92.81'
L44	N20°20'07"W	9.34'
L45	S69°39'53"W	24.94'
L46	N20°20'07"W	104.88'
L47	N24°35'32"E	130.00'
L48	N17°21'35"W	107.64'
L49	N25°43'01"W	41.05'
L50	N20°28'07"W	66.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	N55°39'27"E	25.75'
L52	N20°28'07"W	36.76'
L53	N18°15'29"W	109.57'
L54	N15°02'09"W	110.99'
L55	N16°39'25"E	106.94'
L56	N32°22'46"W	148.90'
L57	N11°02'25"W	90.73'
L58	N31°45'33"W	33.14'
L59	N44°52'02"W	191.68'
L60	N16°42'36"W	23.74'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L61	N19°36'24"W	82.94'
L62	N18°33'42"W	62.43'
L63	N04°27'15"W	53.84'
L64	N44°17'40"E	22.65'
L65	S86°57'25"E	16.90'

SHEET 3 OF 3

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

SKETCH OF DESCRIPTION WETLAND W-6

LEGAL DESCRIPTION:

WETLAND W-6:

A parcel of land lying in a portion of Section 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East; thence run S89°45'20"E along said North line, a distance of 2,609.35 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet to the POINT OF BEGINNING; thence run S26°50'03"W, a distance of 290.56 feet; thence run S90°00'00"W, a distance of 2,291.75 feet; thence run N31°54'38"W, a distance of 153.39 feet; thence run N47°02'35"E, a distance of 76.07 feet; thence run N24°05'46"E, a distance of 54.79 feet; thence run N36°24'28"E, a distance of 90.34 feet; thence run N23°05'35"E, a distance of 91.85 feet; thence run N40°12'54"E, a distance of 95.22 feet; thence run N41°56'19"E, a distance of 77.32 feet; thence run N37°42'53"E, a distance of 74.72 feet; thence run N42°26'26"E, a distance of 71.70 feet; thence run N42°21'59"E, a distance of 37.07 feet; thence run N63°39'12"E, a distance of 46.30 feet; thence run N84°35'11"E, a distance of 81.40 feet; thence run N79°53'44"E, a distance of 55.72 feet; thence run S85°08'39"E, a distance of 77.39 feet; thence run S89°03'21"E, a distance of 65.26 feet; thence run S89°26'34"E, a distance of 102.44 feet; thence run S89°25'33"E, a distance of 140.22 feet; thence run S86°29'34"E, a distance of 116.35 feet; thence run S71°58'40"E, a distance of 100.02 feet; thence run S47°26'41"E, a distance of 44.94 feet; thence run S56°27'13"E, a distance of 84.97 feet; thence run S73°14'27"E, a distance of 125.11 feet; thence run S83°52'41"E, a distance of 92.53 feet; thence run S80°58'57"E, a distance of 131.10 feet; thence run S75°40'13"E, a distance of 109.25 feet; thence run S53°58'01"E, a distance of 90.91 feet; thence run S61°14'58"E, a distance of 87.94 feet; thence run S60°28'16"E, a distance of 112.82 feet; thence run S27°21'15"E, a distance of 53.19 feet; thence run S48°42'52"E, a distance of 49.79 feet; thence run S74°23'04"E, a distance of 120.94 feet; thence run N79°37'41"E, a distance of 71.56 feet; thence run N65°32'15"E, a distance of 112.78 feet; thence run N51°15'24"E, a distance of 88.19 feet; thence run N73°56'56"E, a distance of 60.98 feet; thence run S30°59'42"E, a distance of 100.66 feet to the POINT OF BEGINNING.

Containing 27.70 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
P.C.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	R	PROPERTY LINE
R	RADIUS	○	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C.	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B.	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2011 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **TRAMELL WEBB PARTNERS, INC.**

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	07/19/16	REVISIONS	
SCALE	1" = 500'		
F.B.	PAGE		
SECTION	24		
TWP.	26	S., RNG.	31 E.
JOB NO.	15-052	SHEET 1 OF 3	

JOHNSTON'S

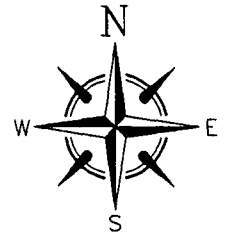
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

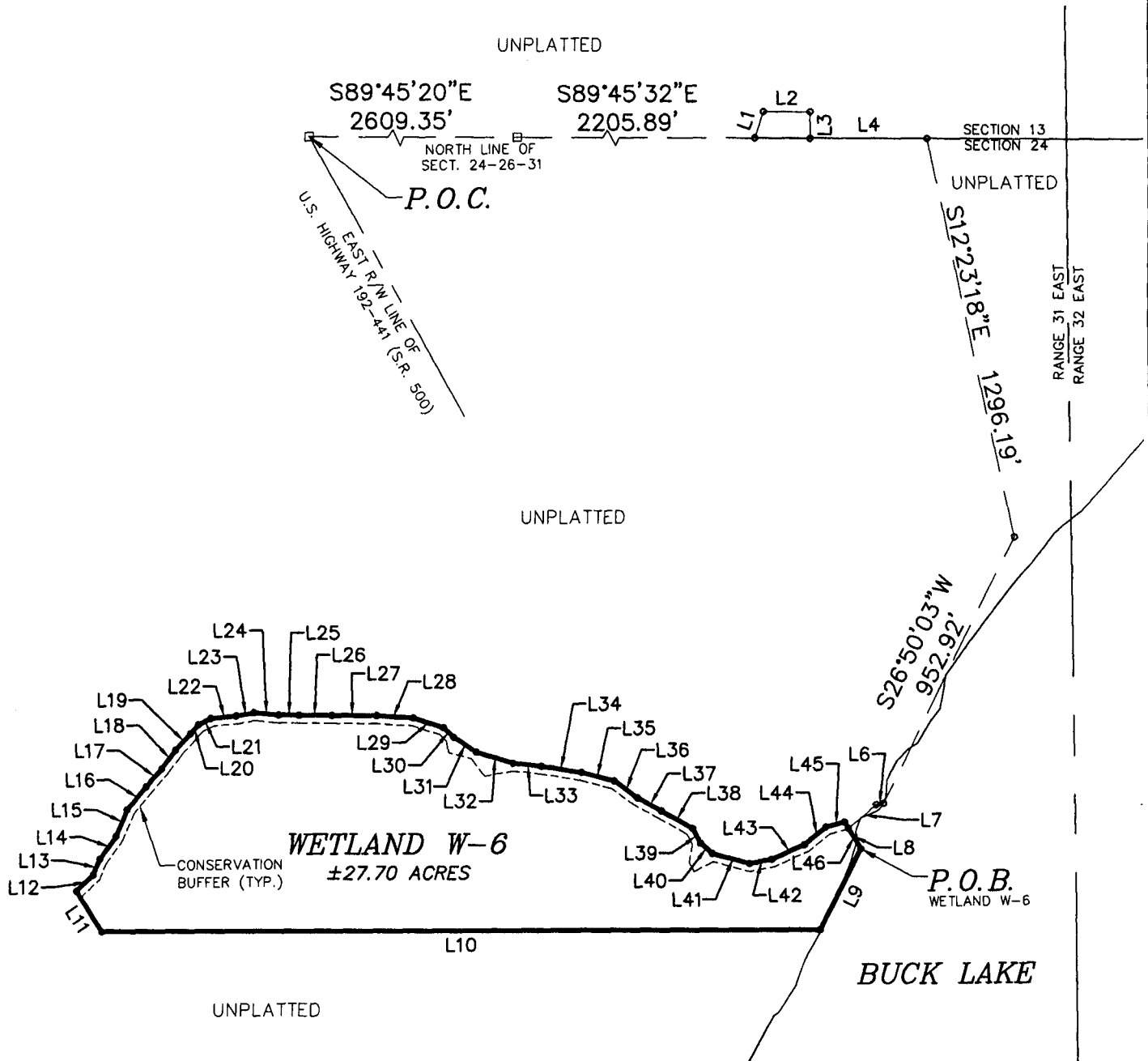
RICHARD D. BROWN, P.S.M. #5700 (DATE) 8/18/16

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION WETLAND W-6



SCALE 1"=500'



JOHNSTON'S
SURVEYING INC.

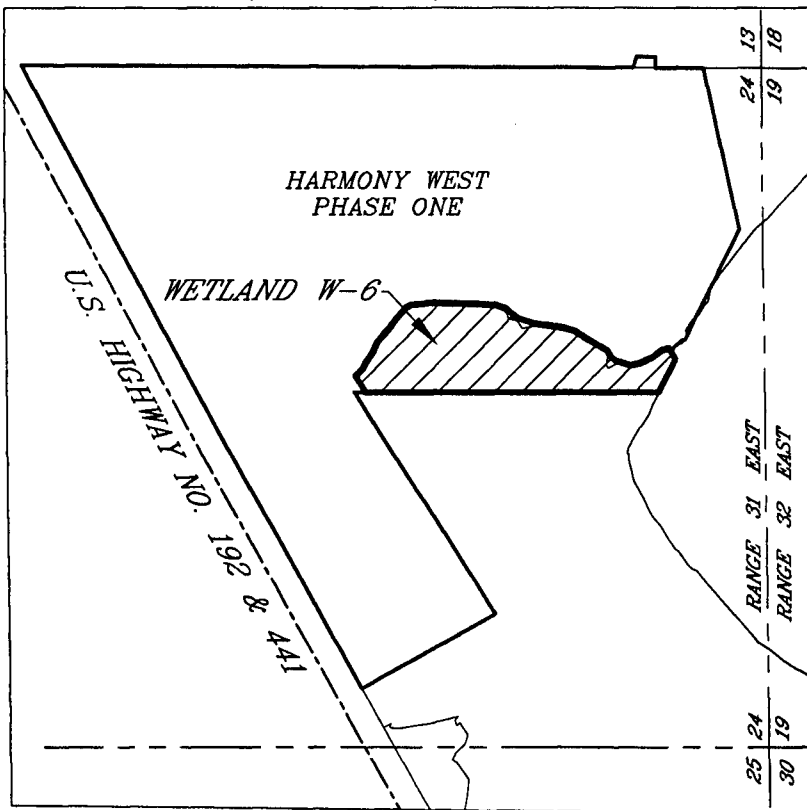
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

SHEET 2 OF 3

SKETCH OF DESCRIPTION WETLAND W-6

KEY MAP
(NOT TO SCALE)



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N17°43'23"E	89.09'
L2	S89°43'51"E	147.69'
L3	S00°16'23"W	85.00'
L4	S89°43'36"E	373.83'
L6	S81°35'58"W	23.74'
L7	S48°52'23"W	117.11'
L8	S30°59'42"E	74.82'
L9	S26°50'03"W	290.56'
L10	S90°00'00"W	2291.75'
L11	N31°54'38"W	153.39'
L12	N47°02'35"E	76.07'
L13	N24°05'46"E	54.79'
L14	N36°24'28"E	90.34'
L15	N23°05'35"E	91.85'
L16	N40°12'54"E	95.22'
L17	N41°56'19"E	77.32'
L18	N37°42'53"E	74.72'
L19	N42°26'26"E	71.70'
L20	N42°21'59"E	37.07'
L21	N63°39'12"E	46.30'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L22	N84°35'11"E	81.40'
L23	N79°53'44"E	55.72'
L24	S85°08'39"E	77.39'
L25	S89°03'21"E	65.26'
L26	S89°26'34"E	102.44'
L27	S89°25'33"E	140.22'
L28	S86°29'34"E	116.35'
L29	S71°58'40"E	100.02'
L30	S47°26'41"E	44.94'
L31	S56°27'13"E	84.97'
L32	S73°14'27"E	125.11'
L33	S83°52'41"E	92.53'
L34	S80°58'57"E	131.10'
L35	S75°40'13"E	109.25'
L36	S53°58'01"E	90.91'
L37	S61°14'58"E	87.94'
L38	S60°28'16"E	112.82'
L39	S27°21'15"E	53.19'
L40	S48°42'52"E	49.79'
L41	S74°23'04"E	120.94'
L42	N79°37'41"E	71.56'
L43	N65°32'15"E	112.78'
L44	N51°15'24"E	88.19'
L45	N73°56'56"E	60.98'
L46	S30°59'42"E	100.66'

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 3

SKETCH OF DESCRIPTION WETLAND W-7

LEGAL DESCRIPTION:

WETLAND W-7:

A parcel of land lying in a portion of Section 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East; thence run S89°45'20"E along said North line, a distance of 2,609.35 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'37"E, a distance of 90.80 feet to the POINT OF BEGINNING; thence run S89°43'36"E, a distance of 283.03 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 69.90 feet; thence run N48°52'23"E, a distance of 20.06 feet; thence run N25°05'01"W, a distance of 75.42 feet; thence run N04°26'16"W, a distance of 58.66 feet; thence run N41°07'26"E, a distance of 73.93 feet; thence run N14°07'54"E, a distance of 52.27 feet; thence run N05°34'11"E, a distance of 53.94 feet; thence run N00°58'07"E, a distance of 86.38 feet; thence run N19°32'45"E, a distance of 99.18 feet; thence run N73°47'53"E, a distance of 121.11 feet; thence run N20°14'20"E, a distance of 61.17 feet; thence run N06°42'06"E, a distance of 54.01 feet; thence run N10°02'38"E, a distance of 87.52 feet; thence run N21°24'49"E, a distance of 67.99 feet; thence run N03°56'49"E, a distance of 311.13 feet; thence run N32°13'27"W, a distance of 108.04 feet; thence run N10°13'04"W, a distance of 123.98 feet; thence run N20°39'32"W, a distance of 90.75 feet; thence run N15°26'42"W, a distance of 99.20 feet; thence run N10°15'37"W, a distance of 89.74 feet; thence run N58°42'21"W, a distance of 112.78 feet; thence run N07°45'56"W, a distance of 76.58 feet; thence run N20°30'08"W, a distance of 14.52 feet; thence run N02°03'01"E, a distance of 106.34 feet; thence run N18°05'35"E, a distance of 84.22 feet; thence run N05°54'29"E, a distance of 58.05 feet; thence run N18°50'25"W, a distance of 77.39 feet; thence run N44°10'56"W, a distance of 15.65 feet; thence run N63°41'12"W, a distance of 54.50 feet; thence run N37°37'29"W, a distance of 53.01 feet; thence run N00°16'24"E, a distance of 18.30 feet to the POINT OF BEGINNING.

Containing 9.79 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
P.G.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	R	PROPERTY LINE
R	RADIUS	○	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2011 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: TRAMELL WEBB PARTNERS, INC.

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	07/19/16	REVISIONS	
SCALE	1" = 300'		
F.B.	PAGE		
SECTION	24		
TWP.	26	S., RNG.	31 E.
JOB NO.	15-052		
SHEET 1 OF 3			

JOHNSTON'S

SURVEYING INC.

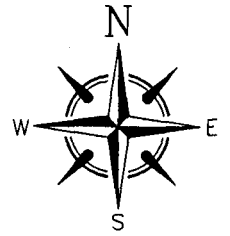
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

[Signature] 8/18/14

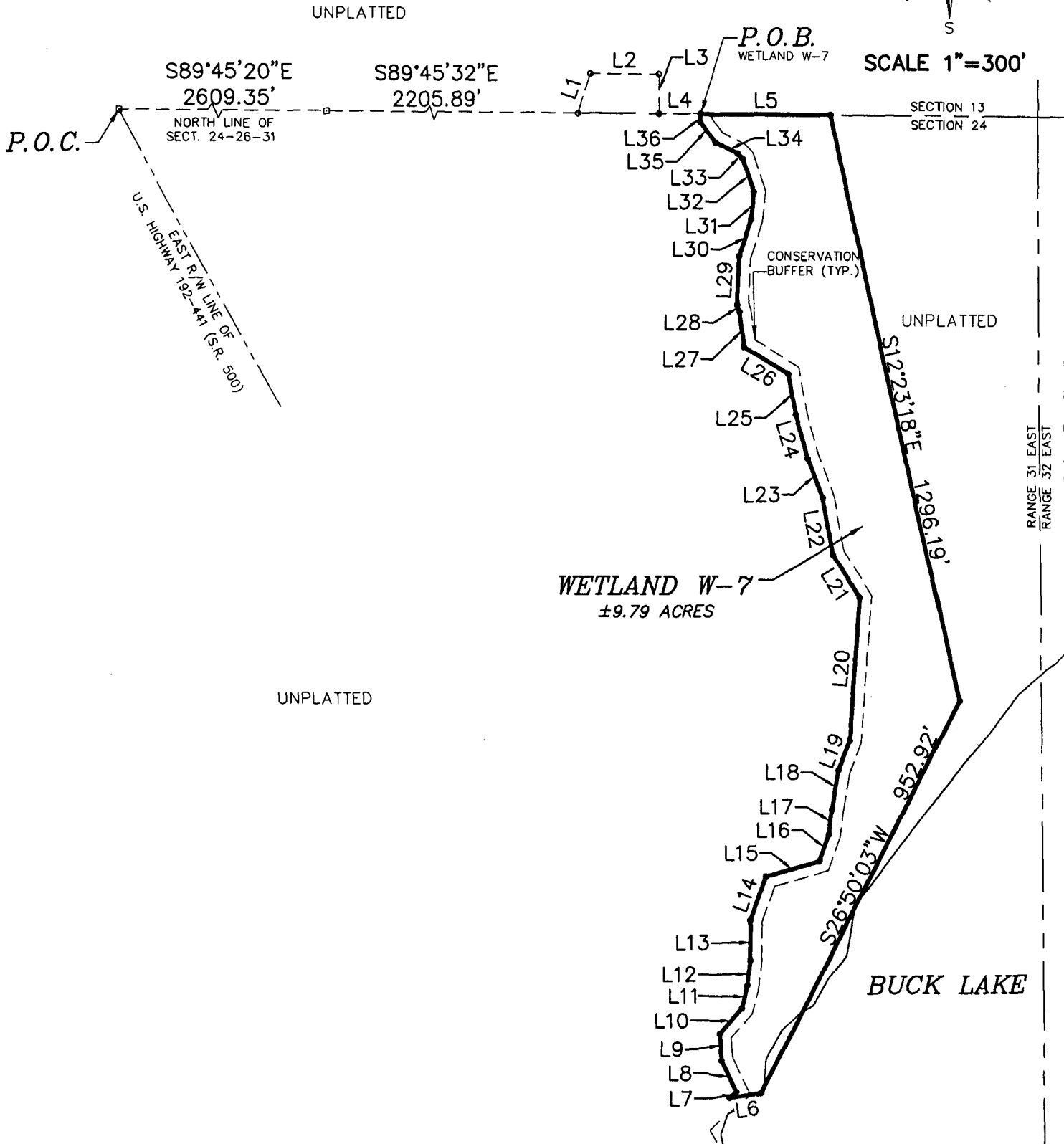
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION WETLAND W-7



SCALE 1"=300'



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

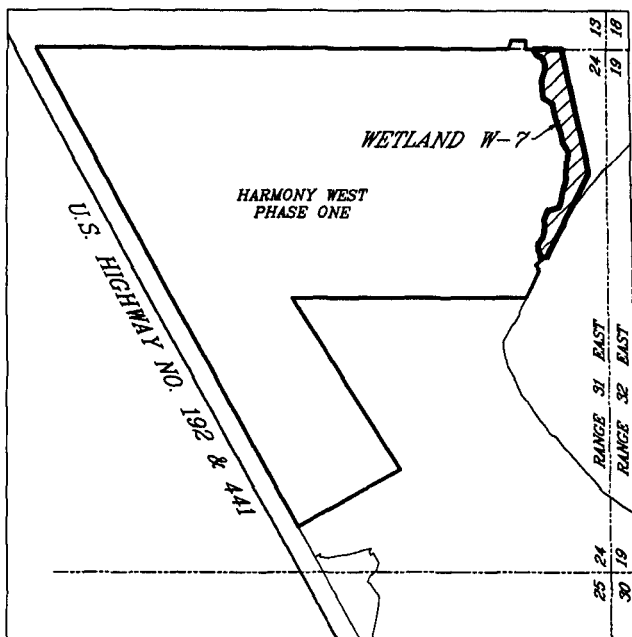
JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 3

SKETCH OF DESCRIPTION WETLAND W-7

KEY MAP
(NOT TO SCALE)



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N17°43'23"E	89.09'
L2	S89°43'51"E	147.69'
L3	S00°16'23"W	85.00'
L4	S89°43'37"E	90.80'
L5	S89°43'36"E	283.03'
L6	S81°35'58"W	69.90'
L7	N48°52'23"E	20.06'
L8	N25°05'01"W	75.42'
L9	N04°26'16"W	58.66'
L10	N41°07'26"E	73.93'
L11	N14°07'54"E	52.27'
L12	N05°34'11"E	53.94'
L13	N00°58'07"E	86.38'
L14	N19°32'45"E	99.18'
L15	N73°47'53"E	121.11'
L16	N20°14'20"E	61.17'
L17	N06°42'06"E	54.01'
L18	N10°02'38"E	87.52'
L19	N21°24'49"E	67.99'
L20	N03°56'49"E	311.13'

LINE TABLE

LINE #	DIRECTION	LENGTH
L21	N32°13'27"W	108.04'
L22	N10°13'04"W	123.98'
L23	N20°39'32"W	90.75'
L24	N15°26'42"W	99.20'
L25	N10°15'37"W	89.74'
L26	N58°42'21"W	112.78'
L27	N07°45'56"W	76.58'
L28	N20°30'08"W	14.52'
L29	N02°03'01"E	106.34'
L30	N18°05'35"E	84.22'
L31	N05°54'29"E	58.05'
L32	N18°50'25"W	77.39'
L33	N44°10'56"W	15.65'
L34	N63°41'12"W	54.50'
L35	N37°37'29"W	53.01'
L36	N00°16'24"E	18.30'

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

JOHNSTON'S
SURVEYING INC
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 3

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

Reset Form

Save & Print

**HARMONY WEST PHASE 1
OSCEOLA COUNTY, FLORIDA
MITIGATION PLAN**

The Harmony West Phase 1 on-site wetland preservation/upland buffer preservation areas is approximately 65.68 acres. The project proposed a total of 0.859 acres of direct wetland impacts. Mitigation is provided to offset 0.47 acres of direct wetland impacts and 0.51 acres of secondary impacts by preservation of 58.54 acres of on-site wetlands and 6.24 acres of upland buffers. The on-site wetland preservation consists of wetland communities classified as Wetland Forested Mixed (630), per the Florida Land Use Classification and Forms System.

PRESERVATION AREA MONITORING

The Harmony West Phase 1 upland and wetland preservation areas will be quantitatively monitored for a period of five (5) years. The monitoring events will occur on a semi-annual basis for the entire monitoring period. A baseline monitoring report and five (5) annual reports will be provided to the South Florida Water Management District (SFWMD).

Permanent monitoring transects will be established throughout the upland and wetland preservation areas and utilized for the collection of sampling data. Each transect will be 100 feet in length have two (2) monitoring stations. Monitoring stations will include a quantitative assessment of vegetation within a 50-foot radius of each monitoring station. At the ends of each transect, photostations will be established to provide photographic documentation of the preservation areas. A GPS point will be recorded at each photostation and shown on an exhibit. Data collected from these monitoring stations will include a vegetative species listing with wetland status, estimated percent coverage of species, wildlife utilization, and a description of any problems encountered during the evaluation and proposed solutions.

PRESERVATION AREA MAINTENANCE

During the five (5) year monitoring period, maintenance events to control nuisance and exotic vegetation will occur monthly for the first two (2) years and quarterly the remaining three (3) years. Maintenance events will be conducted to ensure that the conservation areas are free from invasive exotic vegetation (as defined by the Florida exotic pest plant council at the date of permit issuance) immediately following a maintenance activity and shall constitute no more than 5% of vegetative cover between maintenance activities. Nuisance plant species shall constitute no more than 10% of total cover.

Following the five (5) year monitoring program, per SFWMD conservation easement conditions, a perpetual maintenance plan is proposed for the remaining preserved wetlands and upland buffers. A maintenance program shall be implemented for the preserved wetlands and buffer areas on a regular basis to ensure the integrity and viability of the conservation areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are free from invasive exotic vegetation (as defined by the Florida exotic pest plant council at the date of permit issuance) immediately following a maintenance activity and shall constitute no more than 5% of vegetative cover between maintenance activities. Nuisance plant species shall constitute no more than 10% of total cover.

To demonstrate that the mitigation is successful, the following criteria must be maintained.

- 1) 0% coverage of Category 1 exotic vegetation immediately following a maintenance activity.
- 2) Coverage of exotic species shall not exceed 5% and coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities.

Work Schedule

Baseline Monitoring Report	December 2017
Initiate Scheduled Maintenance	January 2018
Semi-Annual Monitoring Event	May 2018
Semi-Annual Monitoring Event	November 2018
1st Annual Monitoring Report	December 2018
Semi-Annual Monitoring Event	May 2019
Semi-Annual Monitoring Event	November 2019
2nd Annual Monitoring Report	December 2019
Semi-Annual Monitoring Event	May 2020
Semi-Annual Monitoring Event	November 2020
3rd Annual Monitoring Report	December 2020
Semi-Annual Monitoring Event	May 2021
Semi-Annual Monitoring Event	November 2021
4th Annual Monitoring Report	December 2021
Semi-Annual Monitoring Event	May 2022
Semi-Annual Monitoring Event	November 2022
5th Annual Monitoring Event	December 2022
Initiate On-Going Perpetual Maintenance	January 2021



CFN 2018109119
Bk 5368 Pgs 1852-1855 (4 Pgs)
DATE: 07/17/2018 11:27:08 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$35.50

RETURN TO:
Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**DECLARATION OF CONSENT TO JURISDICTION OF THE
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT,
IMPOSITION OF SPECIAL ASSESSMENTS, AND
IMPOSITION OF LIEN OF RECORD
(Series 2018 Bonds)**

Harmony Florida Land, LLC, a Delaware limited liability company, together with its successors and assigns, (the “**Landowner**”), is the owner of those lands described in **Exhibit A** attached hereto (the “**Property**”) located within the boundaries of the Harmony West Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. Landowner acknowledges that the District is, and has been at all times, on and after April 18, 2017, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that to Landowner’s knowledge: (a) the petition filed with the Board of County Commissioners in and for Osceola County, Florida (the “**County Commission**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2017-02, effective as of April 18, 2017, was duly and properly adopted by the County Commission in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 18, 2017, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, acknowledges that to Landowner’s knowledge, the special assessments imposed by Resolution No. 2018-13, Resolution No. 2018-14 and Resolution No. 2018-17, duly adopted by the Board of Supervisors of the District (the “**Board**”) on February 26, 2018, February 26, 2018, and April 2, 2018, respectively (collectively, the “**Assessment Resolution**”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid. The special assessments secure the District’s \$8,710,000 Special Assessment Revenue Bonds, Series 2018 (the “**Series 2018 Bonds**”).

{00069478.DOC/}

3. The Landowner, for itself and its successors and assigns, irrevocably waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the special assessments authorized by the Assessment Resolution without interest within thirty (30) days after the improvements are completed that are funded by the proceeds secured by such special assessments, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolution.

4. The Landowner expressly represents and agrees that (i) the special assessments, the Assessment Resolution, and the terms of the financing documents related to the District's proposed issuance of the Series 2018 Bonds or securing payment thereof (the "**Financing Documents**") are, to the extent of the obligations of Landowner thereunder, valid and binding obligations of Landowner enforceable in accordance with their terms; (ii) Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the special assessments authorized by the Assessment Resolution or claims of invalidity, deficiency or unenforceability of the special assessments authorized by the Assessment Resolution and Financing Documents (and the Landowner hereby expressly and irrevocably waives any such claims, offsets, defenses or counterclaims); and (iii) the Landowner expressly and irrevocably waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that (1) the District's special assessments are not a tax, and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

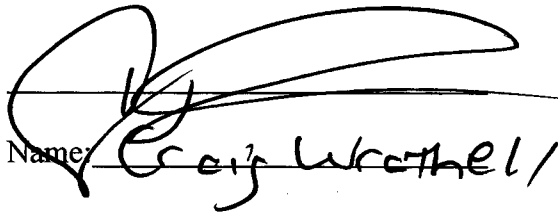
THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

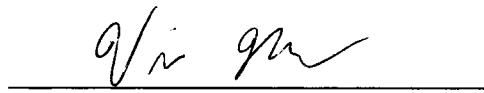
[Signatures on Following Page]

{00069478.DOC}


Effective the 12th day of July, 2018.

Witnesses:


Name: Craig Wrothel


Name: Vivek K. Babbar

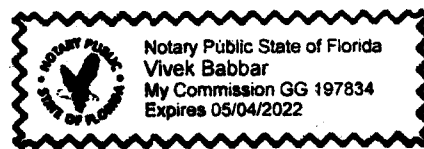
Harmony Florida Land, LLC
a Delaware limited liability company


Richard Jerman
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Richard Jerman as Vice President of Harmony Florida Land, LLC, a Delaware limited liability company, on behalf of the company. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.


Florida Notary Public Signature



Notary Stamp

{00069478.DOC/}

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.



CFN 2018109119
Bk 5368 Pgs 1852-1855 (4 Pgs)
DATE: 07/17/2018 11:27:08 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$35.50

RETURN TO:
Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**DECLARATION OF CONSENT TO JURISDICTION OF THE
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT,
IMPOSITION OF SPECIAL ASSESSMENTS, AND
IMPOSITION OF LIEN OF RECORD
(Series 2018 Bonds)**

Harmony Florida Land, LLC, a Delaware limited liability company, together with its successors and assigns, (the “**Landowner**”), is the owner of those lands described in **Exhibit A** attached hereto (the “**Property**”) located within the boundaries of the Harmony West Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. Landowner acknowledges that the District is, and has been at all times, on and after April 18, 2017, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that to Landowner’s knowledge: (a) the petition filed with the Board of County Commissioners in and for Osceola County, Florida (the “**County Commission**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2017-02, effective as of April 18, 2017, was duly and properly adopted by the County Commission in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 18, 2017, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, acknowledges that to Landowner’s knowledge, the special assessments imposed by Resolution No. 2018-13, Resolution No. 2018-14 and Resolution No. 2018-17, duly adopted by the Board of Supervisors of the District (the “**Board**”) on February 26, 2018, February 26, 2018, and April 2, 2018, respectively (collectively, the “**Assessment Resolution**”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid. The special assessments secure the District’s \$8,710,000 Special Assessment Revenue Bonds, Series 2018 (the “**Series 2018 Bonds**”).

{00069478.DOC/}

3. The Landowner, for itself and its successors and assigns, irrevocably waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the special assessments authorized by the Assessment Resolution without interest within thirty (30) days after the improvements are completed that are funded by the proceeds secured by such special assessments, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the Assessment Resolution.

4. The Landowner expressly represents and agrees that (i) the special assessments, the Assessment Resolution, and the terms of the financing documents related to the District's proposed issuance of the Series 2018 Bonds or securing payment thereof (the "**Financing Documents**") are, to the extent of the obligations of Landowner thereunder, valid and binding obligations of Landowner enforceable in accordance with their terms; (ii) Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to payments of the special assessments authorized by the Assessment Resolution or claims of invalidity, deficiency or unenforceability of the special assessments authorized by the Assessment Resolution and Financing Documents (and the Landowner hereby expressly and irrevocably waives any such claims, offsets, defenses or counterclaims); and (iii) the Landowner expressly and irrevocably waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that (1) the District's special assessments are not a tax, and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

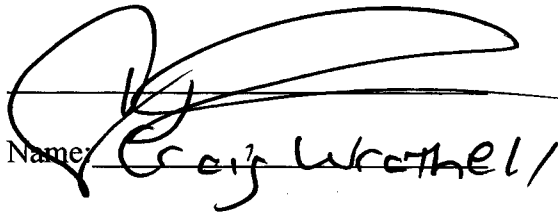
THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

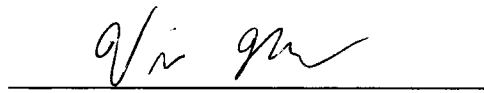
[Signatures on Following Page]

{00069478.DOC}


Effective the 12th day of July, 2018.

Witnesses:


Name: Craig Wrothel


Name: Vivek K. Babbar

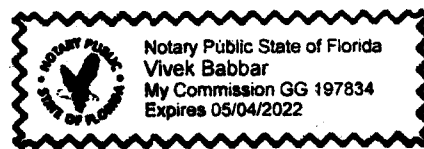
Harmony Florida Land, LLC
a Delaware limited liability company


Richard Jerman
Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Richard Jerman as Vice President of Harmony Florida Land, LLC, a Delaware limited liability company, on behalf of the company. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.


Florida Notary Public Signature



Notary Stamp

{00069478.DOC/}

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.



CFN 2018109120
Bk 5368 Pgs 1856-1861 (6 Pgs)
DATE: 07/17/2018 11:27:08 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$52.50

RETURN TO:
Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**AGREEMENT TO CONVEY OR DEDICATE
(Series 2018 Bonds)**

This Agreement to Convey or Dedicate (this “**Agreement**”) is dated as of the 12th day of July, 2018, between **Harmony Florida Land, LLC**, a Delaware limited liability company, together with its successors and assigns, (the “**Developer**”), and the **Harmony West Community Development District**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (the “**District**”).

Background and Purpose

Concurrently herewith, the District is issuing its \$8,710,000 Special Assessment Revenue Bonds, Series 2018 (the “**Series 2018 Bonds**”) to finance the acquisition and construction of public infrastructure that will benefit certain lands owned by the Developer. To induce the District to issue the Series 2018 Bonds, the Developer has agreed to convey or dedicate to the District all easements, tracts, structures, and improvements that shall constitute or are necessary for the construction, operation, and maintenance of the project to be acquired or constructed with the proceeds of the Series 2018 Bonds within the District. The foregoing easements, tracts, structures and improvements are collectively referred to as the “**Project Lands and Improvements**”.

Operative Provisions

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. **Dedication or Conveyance.** The Developer agrees, for itself, its legal representatives, successors, and assigns, that upon the filing of any plat or re-plat for all or any portion of those certain lands described in the attached **Exhibit A**, to dedicate to the District all Project Lands and Improvements located upon or under such platted lands.

In the event certain Project Lands and Improvements are not described or depicted on a filed plat or re-plat, but such Project Lands and Improvements are necessary for the construction, operation and maintenance of those portions of the Project Lands and Improvements servicing the platted lands, such unplatted Project Lands and Improvements shall be conveyed to the District by special warranty deed, in

recordable form, for those Project Lands and Improvements which are realty, and by absolute bill of sale or written assignment for those Project Lands and Improvements which are tangible or intangible personalty. All such instruments of conveyance or assignment shall be in form reasonably acceptable to the District and the Developer.

2. **Acceptance of Dedication or Conveyance.** The District agrees that upon (i) presentation by the Developer of a proposed plat or re-plat meeting all requirements of state and local law respecting property within the land described in the attached **Exhibit A** and containing a dedication required by paragraph 1 above, (ii) the District determining, in its reasonable discretion, that all Project Lands and Improvements within the areas to be dedicated have been installed and constructed in substantial conformity with the District's plans, specifications, standards, and requirements, in accordance with the certification procedures outlined in Section 6 of the Development Acquisition Agreement between the Developer and the District dated July 12, 2018, and (iii) the District being provided with sufficient title evidence (in the form of a property information report) showing that the dedicated property is free and clear of liens and encumbrances, the District shall accept such dedication by acknowledgment to be executed on the face of the proposed plat. By executing on the face of the plat or re-plat, all platted lots intended for single-family use shall be deemed automatically released from this Agreement upon recording of such plat.

In regard to the Project Lands and Improvements which are described in paragraph 1 above, the District agrees that upon (i) presentation by the Developer of a proposed special warranty deed, absolute bill of sale or written assignment of Project Lands and Improvements in form reasonably acceptable to the District and the Developer, free and clear of all liens and encumbrances; and (ii) the District determining, in its reasonable discretion, that the Project Lands and Improvements being conveyed have been installed and constructed in substantial conformity with the District's plans, specifications, standards and requirements, the District shall accept such conveyance.

3. **Recording.** The District shall cause this Agreement to be recorded in the public records of Osceola County, Florida. Notwithstanding anything herein to the contrary, this Agreement is not intended to apply to, and shall be deemed released from, any conveyance of a platted lot to a homebuilder or end-user but only as to such portion transferred, from time to time.
4. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Florida with venue in the Osceola County, Florida.
5. **Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Developer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be

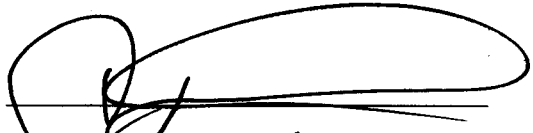
entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The trustee of the Series 2018 Bonds (the "**Trustee**"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement entitled to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations by virtue of or under this Agreement.

6. **Amendment.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto. Only for material amendments the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding, must be obtained.

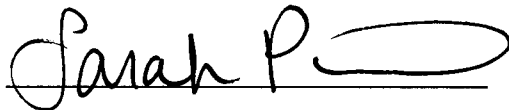
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

Witnesses:

Harmony Florida Land, LLC
a Delaware limited liability company


Name: Craig Weather


Richard Jerman
Vice President

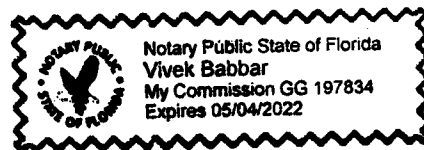

Name: Sarah Parker

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Richard Jerman as Vice President of Harmony Florida Land, LLC, a Delaware limited liability company, on behalf of the company. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.



Florida Notary Public Signature



Notary Stamp

Witnesses:

Name: [Signature]

Name: Sarah Parker

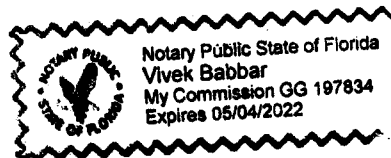
Harmony West Community
Development District

[Signature]
Richard Jerman
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018 by Richard Jerman, as Chairman of the Board of Supervisors of the Harmony West Community Development District. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.

[Signature]
Florida Public Notary Signature



Notary Stamp

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.



CFN 2018109121
Bk 5368 Pgs 1862-1869 (8 Pgs)
DATE: 07/17/2018 11:27:08 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$69.50

RETURN TO:
Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE 2018 PROJECT
(Series 2018 Bonds)**

This Collateral Assignment and Assumption of Development Rights Relating to the 2018 Project (this “**Assignment**”) is made this 12th day of July, 2018, by **Harmony Florida Land, LLC**, a Delaware limited liability company, together with certain successors and assigns as specified herein, (the “**Developer**”), in favor of the **Harmony West Community Development District**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in Osceola County, Florida (together with its successors and assigns, the “**District**”).

RECITALS

WHEREAS, Developer is the owner of certain real property within the District, as more particularly described in **Exhibit A** attached hereto (“**Property**”);

WHEREAS, the District is issuing its \$8,710,000 Special Assessment Revenue Bonds, Series 2018 (the “**Series 2018 Bonds**”) to finance certain improvements which will provide special benefits to all of the Property;

WHEREAS, among the security for the repayment of the Series 2018 Bonds are the special assessments (“**Series 2018 Special Assessments**”) levied against the Property, or portions thereof;

WHEREAS, the parties intend that the Property will be platted and fully developed into a total of 631 residential lots (“**Lots**”) and sold to home builders or homebuyers (“**Development Completion**”) as contemplated by the Master Special Assessment Methodology Report, dated February 26, 2018, and supplemented by the First Supplemental Special Assessment Methodology Report, dated June 19, 2018, (all of such Lots and associated improvements being referred to herein as the “**Development**”);

WHEREAS, the capital improvement project of the District which is being partially financed with the proceeds of the Series 2018 Bonds is described in the Engineer’s Report dated May 30, 2018, and is referred to as the “**2018 Project**”;

WHEREAS, in the event of default in the payment of the Series 2018 Special Assessments securing the Series 2018 Bonds or in the payment of a True-Up Obligation (as defined in the True-Up Agreement between the District and Developer being entered into concurrent herewith), or in

the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the Master Trust Indenture dated July 1, 2018 (the “**Master Indenture**”), as supplemented by a First Supplemental Trust Indenture dated July 1, 2018 (the “**First Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”), pursuant to which the Series 2018 Bonds are being issued and the other agreements being entered into by Developer concurrent herewith with respect to the Series 2018 Bonds and the Series 2018 Special Assessments (the Indenture and agreements being referred to collectively as the “**Bond Documents**,”) certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete the 2018 Project.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is acknowledged, Developer and District agree as follows:

1. **Recitals; Exhibits.** The foregoing recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated herein by this reference.

2. **Collateral Assignment.**

(a) Subject to the terms and conditions of this Assignment, Developer hereby collaterally assigns to the District, to the extent assignable all of Developer’s development rights, permits, entitlements and work product relating to development of the Property, and Developer’s rights as declarant of any property owner or homeowner association with respect to the 2018 Project (collectively, the “**Development Rights**”) as security for Developer’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2018 Special Assessments levied against the Property owned by Developer from time to time, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (vii) below as they pertain to development of the 2018 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders or homebuyers effective as of such conveyance, (y) any portion of the Property which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Osceola County, Florida, the District, any homebuilder, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable, or (z) lands outside of the District not relating or necessary to development of the 2018 Project:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for buildings and other improvements to the assessable property within the District, but excluding house plans;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of the 2018 Project or construction of improvements thereon or off-site to the extent such off-site improvements are necessary or required to complete the 2018 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the 2018 Project or the construction of improvements thereon; and

(vii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Property, including, without limitation, Developer's contracts with homebuilders, if any, and homebuyers (collectively, "**Sales Contracts**"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Series 2018 Special Assessments levied against the portion of Property owned by the Developer, from time to time, failure of Developer to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2018 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to Osceola County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of platted and developed Lots to a homebuilder or homebuyer, whether by Developer or Developer's successor in interest, but only as to such Lots transferred.

3. **Warranties by Developer.** Developer represents and warrants to the District that, subject to the Sales Contracts:

(a) Developer is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Assignment and perform all of Developer's obligations herein contained.

(c) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer as to the Property or any portion thereof

to this Assignment to the extent of the portion of the Property so conveyed, except to the extent described in Section 2 above.

4. **Covenants.** Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Developer will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights, and (ii) give notice to District of default with respect to any of the Development Rights.

(b) The Development Rights include all of Developer's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the 2018 Project, or (ii) limit Developer's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Developer's obligations under the Bond Documents. Any assignment under this Assignment by Developer of any Development Rights outside of the Property is without representation or warranty as to whether or not Developer has any Development Rights.

(c) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2018 Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. **Events of Default.** Any breach of the Developer's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Developer under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default" under this Assignment.

6. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to any portion of the Property owned by Developer to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Developer relating to the Development Rights and exercise or cause to be exercised any and all rights of Developer therein as fully as Developer could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

7. **Authorization.** In the Event of Default, Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release the Developer from its obligations under this Assignment.

8. **Third Party Beneficiaries.** The parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment entitled to enforce the Developer's obligations hereunder at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then-outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party.

9. **Amendment.** This Assignment may be modified in writing only by the mutual agreement of all parties hereto. The prior written consent of the Trustee, acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then-outstanding, shall be required prior to any amendment only if a proposed amendment will adversely affect the payment of debt service.

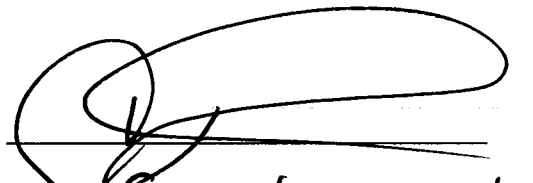
10. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

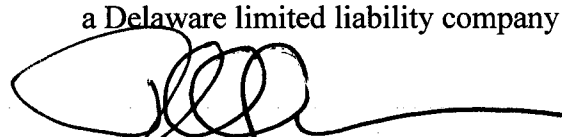
11. **Counterparts.** This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.


[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above-written.

Witnesses:


Name: Craig Wetherell

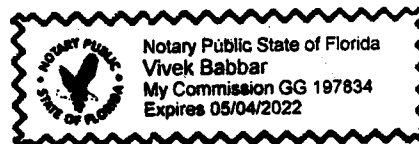
Harmony Florida Land, LLC
a Delaware limited liability company

Richard Jerman
Vice President


Name: Vivek K. Babbar

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Richard Jerman as Vice President of Harmony Florida Land, LLC, a Delaware limited liability company, on behalf of the company. ☒ He is personally known to me or ☐ has produced _____ (type of identification), as identification.


Florida Notary Public Signature



Notary Stamp

Witnesses:

Name: [Signature]
[Signature]
Name: Vivek K. Babbar

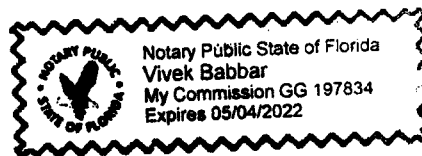
Harmony West Community
Development District

[Signature]
Richard Jerman
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018 by Richard Jerman, as Chairman of the Board of Supervisors of the Harmony West Community Development District. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.

[Signature]
Florida Public Notary Signature



Notary Stamp

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.



CFN 2018109122
Bk 5368 Pgs 1870-1878 (9 Pgs)
DATE: 07/17/2018 11:27:08 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$78.00

RETURN TO:
Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

TRUE-UP AGREEMENT
(Series 2018 Assessments)

This True-Up Agreement (this “**Agreement**”) is made and entered into as of the 12th day of July, 2018, by and among the **Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Osceola County, Florida (the “**District**”), **Harmony Florida Land, LLC**, a Delaware limited liability company, (collectively, the “**Developer**”), and **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company (“**District Manager**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created in accordance with Chapter 190, Florida Statutes, and by an Ordinance duly enacted by the Board of County Commissioners of Osceola County, Florida (“**County**”);

WHEREAS, Developer is currently the owner of certain lands within the District located in the County, as more particularly described in **Exhibit A** attached hereto (“**Property**”);

WHEREAS, the District is issuing its \$8,710,000 Special Assessment Revenue Bonds, Series 2018 (the “**Series 2018 Bonds**”) to finance the construction and acquisition of certain public infrastructure improvements and facilities which are more particularly described in the Engineer’s Report dated May 30, 2018 (the “**2018 Project**”);

WHEREAS, the allocation of costs and benefits for the infrastructure improvements comprising the Series 2018 Project and the methodology employed for the levy of the Series 2018 Special assessments on each lot benefited by the 2018 Project is set forth in the Master Special Assessment Methodology Report, dated February 26, 2018, and supplemented by the Supplemental Special Assessment Methodology Report, dated June 19, 2018 (together, the “**Assessment Report**”) prepared by the District Manager, copies of which are on file with the District;

WHEREAS, to repay the Series 2018 Bonds, the District levied non-ad valorem special assessments (the “**Series 2018 Special Assessments**”) to be secured initially by all of the Property, and then allocated to the platted or re-platted and fully developed lots (“**2018 Projected Assessment Units**”) to be constructed within the Property in accordance with the allocation methodology described in the Assessment Report;

WHEREAS, the District is relying upon and will use the true-up analysis set forth in the Assessment Report (the “**True-Up Analysis**”) to ensure that, among other things, the revenues received from the Series 2018 Special Assessments will be sufficient to pay the debt service on the Series 2018 Bonds even if the actual number of total assessable units is less than the 2018 Projected Assessment Units;

WHEREAS, the District and Developer desire to enter into an agreement to confirm Developer’s intentions and obligations to make such true-up payments as may be due as a result of a True-Up Analysis in accordance with the Assessment Report.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. RECITALS; EXHIBITS. The recitals so stated are true and correct and, together with all exhibits attached hereby, by this reference are incorporated into and form a material part of this Agreement.

Section 2. DEVELOPER REPRESENTATION AND COVENANTS.

(a) Developer has represented to the District that, as of the date hereof, the 2018 Projected Assessment Units consist of 631 units:

(b) Prior to submitting to the County for County staff’s initial review and again for the County’s final approval, any proposed subdivision plat or re-plat of any of the lots proposed within any portion of the Property, Developer shall submit such proposed plat or re-plat to the District for the District Manager to conduct a True-Up Analysis with respect thereto.

(c) If the District Manager determines that, as a result of any True-Up Analysis, a true-up obligation exists, as set forth in the Assessment Report (the “**True-Up Obligation**”), then Developer shall make payment in the amount of such True-Up Obligation to the trustee for the Series 2018 Bonds (the “**Trustee**”) for deposit into the appropriate account at the earlier of (i) submitting the then-proposed plat or re-plat, if applicable, to the County for the County’s final acceptance thereof, and (ii) the next interest payment date for the Series 2018 Bonds.

(d) Developer shall not transfer any portion of the Property to any third party other than (i) platted or re-platted and fully-developed lots to homebuilders restricted from re-platting and/or homebuyers, or (ii) portions of the Property exempt from assessments to the County, the District, or other governmental agencies, except in accordance with Section 2(e) below. Any transfer of any portion of the Property permitted pursuant to this Section 2(d) shall terminate this Agreement as to such portion of the Property and constitute an automatic release of such portion of the Property from the scope and effect of this Agreement.

(e) Developer shall not transfer any portion of the Property to any third party, except as permitted by Section 2(d) above, without satisfying any True-Up Obligation that results from a True-Up Analysis that will be performed by the District Manager prior and as a

condition to such transfer ("**Transfer Condition**"). Any transfer that is consummated pursuant to this Subsection 2(e) shall operate as a release of Developer from its obligations under this Agreement as to such portion of the Property only arising from and after the date of such transfer and satisfaction of the Transfer Condition and the transferee shall be deemed to have assumed Developer's obligations in accordance herewith and shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of the Property so transferred. Any violation of this provision by Developer shall constitute a default by Developer under this Agreement.

Section 3. DISTRICT MANAGER COVENANTS.

(a) Within ten (10) days after the District's receipt of proposed subdivision plats or re-plats from Developer and pursuant to the schedule in the Assessment Report, District Manager shall conduct a True-Up Analysis in accordance with the methodology set forth in the Assessment Report, reallocating the Series 2018 Special Assessments to the lots being platted or re-platted and the remaining Property.

(b) Upon completing each True-Up Analysis, District Manager shall report its conclusions promptly to the District, the Trustee and Developer, including the amount of any True-Up Obligation.

Section 4. COMPLETE UNDERSTANDING. This Agreement, together with the other documents referenced herein or executed concurrent herewith, embodies the complete understanding of the parties with respect to the specific subject matter hereof and supersedes all other agreements, verbal or otherwise.

Section 5. ENFORCEMENT; THIRD PARTY BENEFICIARIES. A default by Developer under this Agreement shall entitle the District to all rights and remedies available at law or in equity, including actual damages, injunctive relief, and specific performance, but excluding consequential and punitive damages. The Trustee, on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement entitled to enforce the Developer's obligations hereunder. This Agreement is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations or duties hereunder.

Section 6. RECOVERY OF COSTS AND FEES. In the event that the District, or the Trustee as provided in Section 5, enforces this Agreement by court proceedings or otherwise, then, if the District or Trustee is the prevailing party, as determined by the applicable court or other dispute resolution provider, the District or Trustee, as applicable, shall be entitled to recover from Developer all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings. This provision shall survive any termination of this Agreement.

Section 7. NOTICE. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail,

postage prepaid, telecopied or hand delivered to the parties, at their addresses on file. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

Section 8. ASSIGNMENT. Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 2(e) above. In the event District Manager resigns or is replaced, then such replacement entity shall constitute the "District Manager" for all purposes under this Agreement, and the District Manager named herein shall be released of all obligations arising hereunder from and after such replacement. Subject to the foregoing limitations, this Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof then-owned by Developer, and any transferee of any portion of the Property as set forth in Section 2(e) above, but shall not be binding upon any transferee permitted by Section 2(d) above.

Section 9. AMENDMENT. This Agreement may be modified in writing only by the mutual agreement of all parties. Only for material amendments the prior written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2018 Bonds then outstanding, must be obtained.

Section 10. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

Section 11. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

Section 12. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party hereto and the consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of all Series 2018 Bonds then outstanding; provided, however, that this Agreement shall be deemed

terminated automatically as to, and applicable portions of the Property shall be released from the effect of this Agreement to the extent expressly provided in Subsection 2(d) above.

Section 13. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

Section 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida with venue in the County.

Section 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

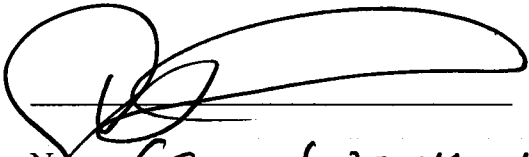
Section 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

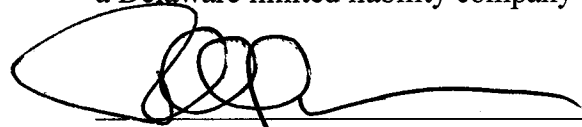
[Remainder of page left blank intentionally; signatures on following pages.]

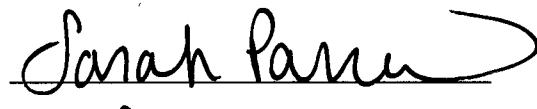
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

Witnesses:

Harmony Florida Land, LLC
a Delaware limited liability company


Name: Craig Kretzel


Richard Jerman
Vice President

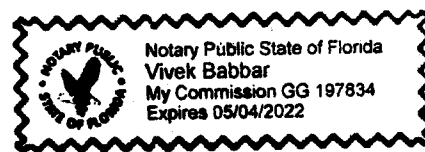

Name: Sarah Parnow

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Richard Jerman as Vice President of Harmony Florida Land, LLC, a Delaware limited liability company, on behalf of the company. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.



Florida Notary Public Signature



Notary Stamp

Witnesses:

Harmony West Community
Development District

Name: [Signature]

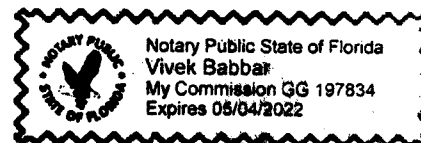
[Signature]
Richard Jerman
Chairman, Board of Supervisors

Name: Sarah Parrow

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018 by Richard Jerman, as Chairman of the Board of Supervisors of the Harmony West Community Development District. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.

[Signature]
Florida Public Notary Signature



Notary Stamp

Witnesses:

Sarah P
Name: Sarah parron

Vivek K Babbar
Name: Vivek K. Babbar

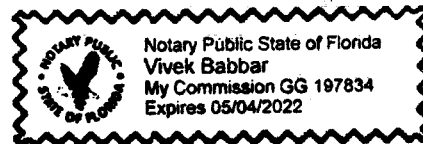
WRATHELL, HUNT & ASSOCIATES, LLC
a Florida limited liability company

Craig Wrathell
Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Craig Wrathell, as Managing Member of Wrathell, Hunt & Associates, a Florida limited liability company, on behalf of the company. [☒] He is personally known to me or [☐] has produced _____ (type of identification) as identification.

Vivek K Babbar
Florida Public Notary Signature



Notary Stamp

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.



RETURN TO:
Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

CFN 2018109123
Bk 5368 Pgs 1879-1882 (4 Pgs)
DATE: 07/17/2018 11:27:08 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$35.50

**LIEN OF RECORD,
DISCLOSURE OF PUBLIC FINANCING,
AND MAINTENANCE OF IMPROVEMENTS
OF THE HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
(Series 2018 Bonds)**

Notice is hereby given that the Harmony West Community Development District, a local unit of special purpose government of the State of Florida, established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "**District**"), enjoys a governmental lien of record on the property within the District described in **Exhibit A**. Such lien is coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims until paid pursuant to Section 170.09 of the Florida Statutes. The District was established by Osceola County Ordinance 2017-02.

The District's lien secures the payment of special assessments levied in accordance with Florida Statutes (the "**Debt Assessment**") which in turn secure the payment of its \$8,710,000 Special Assessment Revenue Bonds, Series 2018 (the "**Series 2018 Bonds**"), which were issued to fund a portion of the public infrastructure benefiting the lands within the District as outlined in the Master Special Assessment Methodology Report dated February 26, 2018, as supplemented by the Supplemental Special Assessment Methodology Report, dated May 31, 2018.

The public infrastructure includes, but is not limited to, stormwater management, roadways, water and wastewater facilities, recreational facilities, landscaping, irrigation, and other items described in the Engineer's Report dated May 30, 2018. The District plans to convey the roadways to Osceola County, Florida and/or the Florida Department of Transportation, and plans to convey the water and wastewater facilities to Toho Water Authority and plans to maintain the stormwater management facilities, recreational facilities, landscaping, irrigation and signage.

As the new owner of property within the District you will be responsible for paying all outstanding special assessments on that property including, but not limited to, the portion of the Debt Assessment that was levied to repay the Series 2018 Bonds.

In addition to the Debt Assessment, the District adopts annual operations and maintenance assessments (the "**O/M Assessment**") to fund the District's operations and maintenance activities. The O/M Assessment varies from year to year based upon the District's operations and maintenance budget adopted for that year.

As a purchaser and owner of property in the District, you will be obligated to pay the Debt Assessment and the O/M Assessment to the District. Prior to purchasing any property

within the District, you should contact the District Manager in order to determine the outstanding Debt Assessment and the outstanding O/M Assessment on that property. Once you have purchased that property, you will be obligated to pay any outstanding special assessments that the District has levied or any other special assessments that the District levies in the future to finance or refinance any additional operations, maintenance or capital improvement projects of the District. Therefore, the total amount of the special assessments you may be obligated to pay is subject to change. Failure to pay any of the District's special assessments levied on your property may result in a loss of title to your property.

The public financing documents and the reports describing the improvements that were funded with the Debt Assessment and O/M Assessment are matters of public record and can be reviewed and obtained from the District Manager. For information regarding the amount of the Debt Assessment and the O/M Assessment encumbering the specified real property you own or are purchasing, please contact the District Manager at:


Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone (561) 571-0010

IN ADDITION TO THE MINUTES AND OTHER RECORDS OF THE DISTRICT, COPIES OF WHICH MAY BE OBTAINED FROM THE DISTRICT, AND THE RECORDS OF OSCEOLA COUNTY, FLORIDA WHICH ESTABLISHED THE DISTRICT, THIS LIEN OF RECORD SHALL CONSTITUTE A LIEN ON THE REFERENCED PROPERTY FOR PURPOSES OF CHAPTER 170, CHAPTER 190, AND CHAPTER 197, FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF FLORIDA LAW AND ANY OTHER APPLICABLE LAW, AND SHALL SERVE TO DISCLOSE THE EXISTENCE OF PUBLIC FINANCING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE DISTRICT'S IMPROVEMENTS PURSUANT TO SECTION 190.009, FLORIDA STATUTES.

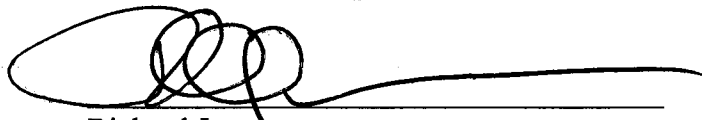
[SIGNATURE PAGE TO FOLLOW]

Attest:

**Harmony West
Community Development District**




Craig Wrathell
Secretary



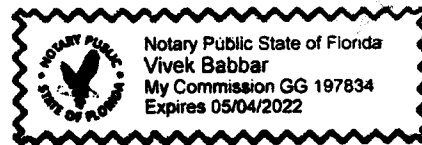
Richard Jerman
Chairman of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Richard Jerman, as Chairman of the Board of Supervisors of the Harmony West Community Development District. [☒] He is personally known to me or [☐] has produced _____ (type of identification), as identification.



Florida Public Notary Signature



Notary Stamp

EXHIBIT A

Legal Description

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.

Prepared by and after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Parcel ID No.:

----- (Space above this line for recording data) -----

EASEMENT

THIS EASEMENT is made and granted this 20th day of June 2018 by **Harmony Florida Land, LLC**, a Florida limited liability company, whose address is 1750 W. Broadway Street, Ste. 111, Oviedo, FL 32765, hereinafter the "Grantor", to the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741, hereinafter "TWA" or "Grantee".

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby authorize the use of and hereby grants to TWA, its successors and assigns, a non-exclusive 10' wide utility easement across a parcel of real property in Osceola County, Florida, as more particularly described in Exhibit A appended hereto and incorporated herein for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the easement.

Grantor may continue to use the surface of the easement areas for any lawful purposes that do not unreasonably interfere with the easement rights granted herein including the right to improve the easement areas, which improvements may include parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles upon notice to and written approval from TWA.

Grantee agrees that the rights contained herein are limited by and do not interfere with the rights of that certain easement recorded at Book 842, Page 2470 of the Public Records of Osceola County, Florida. Grantee shall coordinate any construction with the holder of that easement, the Orlando Utilities Commission.

The use of the utility easement granted herein does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TWA, and its agents, successors and assigns for the uses and purposes stated herein.

Grantee will, at its sole cost and expense, restore the surface of all disturbed areas on the utility easement to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, replacement or removal of the water and wastewater utilities and associated facilities within the easement or other exercise by the Grantee of its rights under this Easement.

Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the easement. Grantee shall have the right and authority to clear the easement area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of facilities existing within the easement.

Grantor warrants that it is the record owner of the lands, and has the power and authority to grant this easement.

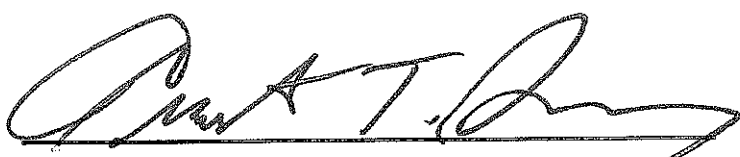
By delivery and acceptance hereof, the parties and their successors intend to and shall be bound by the terms and conditions hereof.

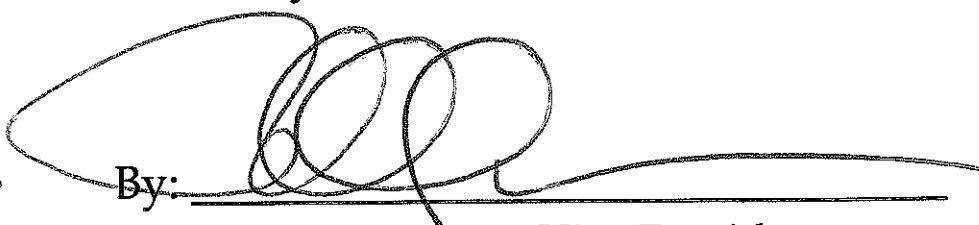
IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written.

WITNESSES:

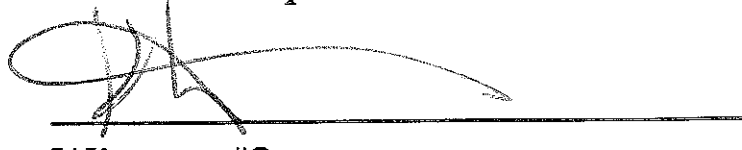
GRANTOR:

Harmony Florida Land, LLC


Witness #1
Grant T. Downing

By: 
Richard Jerman, Vice President

Witness #1 printed name


Witness #2
Kristy Horan

Witness #2 printed name

STATE OF Fla. La
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 28th day of June 2018 by Richard Jerman of Harmony Florida Land, LLC. He/She [] is personally known to me or [] has produced a driver's license as identification.

(Seal)



A handwritten signature in dark ink, appearing to be "K. Horan", written over a horizontal line.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT A
[Sketch and Legal]

SKETCH OF DESCRIPTION PARCEL

LEGAL DESCRIPTION

A parcel of land lying in a portion of Sections 24 & 25, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East, Osceola County, Florida; thence run N89°45'20"W, along the North line of said Northwest 1/4, a distance of 2609.35 feet to the point of intersection of the East right of way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East; thence run S28°49'40"E, along said East right of way line, a distance of 2,394.51 feet to the POINT OF BEGINNING; thence run N61°10'20"E, a distance of 10.00 feet; thence run S28°49'40"E, a distance of 5,003.04 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,776.83 feet and a Central Angle of 02°33'48"; thence run Southeasterly along the arc of said curve, a distance of 168.97 feet (Chord Bearing = S29°49'37"E, Chord = 168.95 feet) to a point on the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S89°19'29"W, along said North line, a distance of 11.59 feet to a point on the East right of way line of U.S. Highway No. 192 & 441 (SR 500) and a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'28"; thence run Northwesterly along the arc of said curve and said East right of way line, a distance of 163.55 feet (Chord Bearing = N29°46'57"W, Chord = 163.53 feet); thence run N28°49'40"W, along said East right of way line, a distance of 5,002.99 feet to the POINT OF BEGINNING.

Containing 51,692.37 square feet or 1.19 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS	TEL.	TELEPHONE
SEC.	SECTION	NO.	NUMBER
TWP.	TOWNSHIP	#	NUMBER
RNG.	RANGE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
O.R.B.	OFFICIAL RECORDS BOOK	R.L.S.	REGISTERED LAND SURVEYOR
PG.	PAGE	C1	CURVE NUMBER
R/W	RIGHT OF WAY	L1	LINE NUMBER
Δ	CENTRAL ANGLE	ℓ	PROPERTY LINE
R	RADIUS	●	DESCRIPTIVE POINT
L	LENGTH	S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
CD	CHORD DISTANCE	N&D	NAIL AND DISK
CB	CHORD BEARING	ID	IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	CM	CONCRETE MONUMENT
EXST.	EXISTING	(P)	PLAT
NAD	NORTH AMERICAN DATUM	C.R.	COUNTY ROAD
F.B.	FIELD BOOK	P.O.C	POINT OF COMMENCEMENT
DEPT.	DEPARTMENT	P.O.B	POINT OF BEGINNING

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

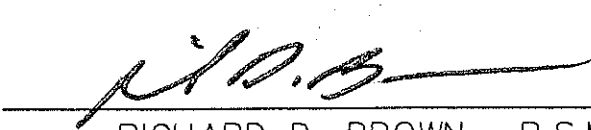
REQUESTED BY: HARMONY FLORIDA LAND, LLC

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

DATE OF SKETCH	1/26/18	REVISIONS
SCALE	1" = 1000'	1/30/18 COMMENTS
F.B.	PAGE	6/21/18 WIDTH
SECT. 24 & 25, T 26 S, R 31 E		
JOB NO.	15-052-HFL-2	SHEET 1 OF 2

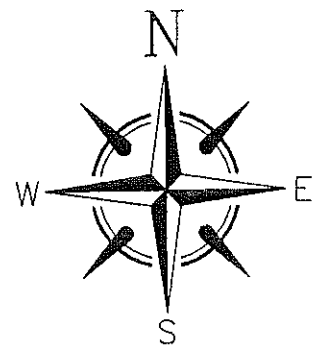
JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

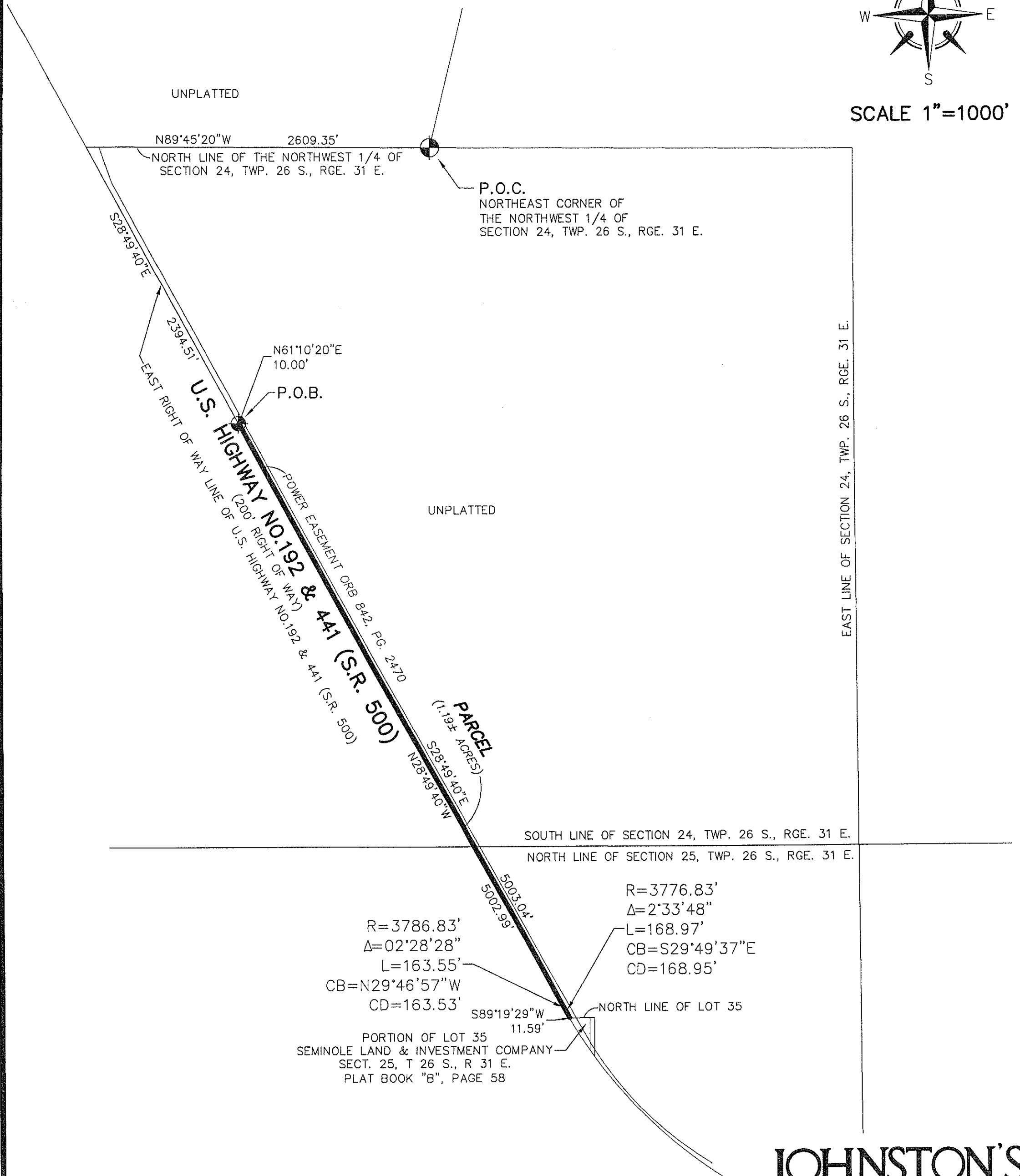
 6/21/18
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION PARCEL



SCALE 1"=1000'



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2



CFN 2018147744
Bk 5410 Pgs 2256-2271 (16 Pgs)
DATE: 10/02/2018 12:31:49 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$137.50

SERVICE AGREEMENT FOR LIGHTING SERVICE HARMONY – PHASE 1A

This Agreement is entered into this 14th day of September 2018, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **HARMONY FLORIDA LAND LLC** whose address is 850 New Burton Road, Suite 201, Dover, DE 19904, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

HARMONY FLORIDA LAND LLC
1750 W. BROADWAY ST. #111
ORLANDO FL 32765
Attention: RICHARD J. JAMES

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any

and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold

harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

HARMONY FLORIDA LAND LLC

Federal ID# 82-2540282

By: [Signature]

Name: Richard A. Jerman

Title: VP

Date: 8/30/18

WITNESSES: HARMONY FLORIDA LAND LLC

By: [Signature]

Name: JENNIFER JERMAN

Title: SECRETARY

By: [Signature]

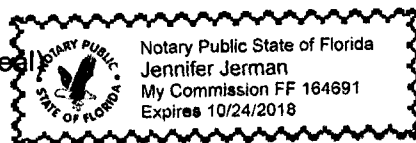
Name: MICHAEL RAINER

Title: _____

STATE OF FLORIDA
COUNTY OF SEMIWOLE

The foregoing instrument was acknowledged before me this 30 day of AUGUST,
2018 by RICHARD JERMAN. He is personally
known to me or has produced _____ as identification.

(Notarial Seal)



[Signature]

Notary Public, State of Florida
Print Name: JENNIFER JERMAN

ORLANDO UTILITIES COMMISSION

By: Clint Bullock

Name: Clint Bullock
Title: General Manager/CEO

Date: 9/14/18

ATTEST:

By: Elizabeth M. Mason
Name: Elizabeth M. Mason
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 9-13-18 BY: W.M.

WITNESSES:

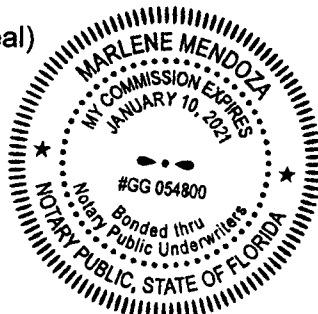
By: M. E. Myers
Name: Mary Annakaras
Title: Legal Assistant

By: Richard Parker Jr
Name: Richard Parker Jr
Title: Sec. Row Asst

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of September, 2018, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



M. Mendoza
Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$ 1160.18
Maintenance		\$ 244.36
<u>Fuel and Energy</u>		<u>\$ 98.38</u>
Total	***	\$ 1502.92

Upfront Payment \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

*** Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Exhibit 2.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(82ea) 18' Black Aluminum Pole / OUC # 036-21745

(82ea) 52w LED 3K "Lexington" Style Fixture / OUC # 036-23196

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

ALL E OF HWY LESS COM AT SW COR OF 30-26-32, N 2,116.59 FT TO SLY RAW HWY 192, CONT N 3,235.14 FT TO POB; S 81 DEG W 311.27 FT, S 72 DEG W 130.11 FT, N 17 DEG W 103.39 FT, N 20 DEG W 294.96 FT, N 60 DEG E 21.17 FT, N 86 DEG E 77.02 FT, N 52 DEG E 69.70 FT, S 80 DEG E 64.23 FT, N 64 DEG E 76.29 FT, S 80 DEG E 109.17 FT, S 66 DEG E 120.09 FT, S 75 DEG E 99.60 FT, S 68 DEG E 69 FT, S 60 DEG E 73.78 FT, S 63 DEG E 97.40 FT, S 75 DEG E 129.28 FT, S 77 DEG E 115.21 FT, S 84 DEG E 111.16 FT, S 80 DEG E 133.71 FT, S 66 DEG E 103.43 FT, S 88 DEG E 104.15 FT, S 56 DEG E 31.15 FT, E 84.76 FT, N 74 DEG E 56.28 FT, N 88 DEG E 19.94 FT, N 67 DEG E 50.46 FT, S 85 DEG E 126.04 FT, S 87 DEG E 68.50 FT, S 86 DEG E 39.81 FT, N 77 DEG E 69.96 FT, N 73 DEG E 85.41 FT, N 75 DEG E 128.72 FT, N 80 DEG E 109.82 FT, N 57 DEG E 93.51 FT, N 48 DEG E 76.34 FT, N 63 DEG E 107.06 FT, N 74 DEG E 159.52 FT, E 88.59 FT, N 82 DEG E 83.51 FT, N 65 DEG E 76.30 FT, E 70.42 FT, N 63 DEG E 43.40 FT, N 79 DEG E 86.10 FT, S 85 DEG E 144.54 FT, S 68 DEG E 136.02 FT, S 60 DEG E 106.10 FT, S 8 DEG E 67.49 FT, S 51 DEG E 90.65 FT, S 43 DEG E 65.55 FT, S 38 DEG E 96.90 FT, S 55 DEG E 72.55 FT, S 76 DEG E 72.75 FT, N 84 DEG E 84.72 FT, N 88 DEG E 110.66 FT, N 78 DEG E 58.23 FT, N 81 DEG E 99.94 FT, N 60 DEG E 63.76 FT, N 39 DEG E 21.91 FT, S 34 DEG E 39.73 FT, S 13 DEG E 336.66 FT TO POC, CONC N, RAD 968 FT, (CH BEARING S 84 DEG W 102.29 FT), CENT ANG 6 DEG ALONG CURVE 102.34 FT, S 87 DEG W 118.32 FT TO POC, CONC NE, (CH BEARING N 79 DEG W 388.58 FT), CENT ANG 25 DEG ALONG CURVE 391.90 FT, N 66 DEG W 660.36 FT TO POC, CONC SE, RAD 882 FT, (CH BEARING S 68 DEG W 1,247.50 FT), CENT ANG 90 DEG ALONG CURVE 1,385.67 FT, N 69 DEG W 78.58 FT, N 61 DEG W 794.99 FT TO POC, CONC SW, RAD 785.31 FT, (CH BEARING N 76 DEG W 353.46 FT) CENT ANG 26 DEG ALONG CURVE 356.52 FT, S 81 DEG W 316.10 FT TO POB LYING WITHIN 24-26-31 LESS PLAT BIRCHWOOD PARK B PB 15 PGS 136-138, OSCEOLA COUNTY, FLORIDA

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Harmony – Phase 1A
Premise Address:	Five Oaks Drive
City, State, Zip:	St. Cloud, FL
Premise Number	

BILLING INFORMATION

Billing Contact Name:	HARMONY FLORIDA LAND, LLC
Billing Address:	1750 W. BROADWAY ST. #111
City, State, Zip:	OMEGA, FL 32765
Billing Contact Name:	RICHARD JERMA
Billing Contact Phone:	407 542 4909
Federal Tax ID:	82-2540282

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3107834411

Work Request No: 635695

Comments:

Certificate of Completion (Exhibit 2)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

This instrument prepared by or under the provision of
(and after recording should be returned to):

Name: **Craig A. Wrathell**
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431



CFN 2018171029
Bk 5436 Pgs 611-617 (7 Pgs)
DATE: 11/20/2018 03:36:51 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$61.00

NOTICE OF PUBLIC FINANCING
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

This Notice is recorded pursuant to the requirements of Section 190.009, Florida Statutes. The Harmony West Community Development District (the "District") is a local unit of special-purpose government of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and established by Osceola County Board of County Commissioners Ordinance No. 2017-02 effective on April 18, 2017, amended by Osceola County Board of County Commissioners Ordinance No. 2018-55 effective on October 17, 2018. The legal description of the Harmony West Community Development District boundaries is attached hereto and incorporated by reference herein as Exhibit "A". The land within the District consists of approximately 1,293.35 +/- acres after the adoption of Ordinance No. 2018-55.

The District financed a portion of the cost of Infrastructure Improvements, including undergrounding of electrical facilities, roadway improvements, storm water management, potable water, sanitary sewer and reclaimed water facilities, parks, landscaping, and hardscaping through the issuance of the Special Assessment Revenue Bonds, Series 2018 (the "Bonds"). The land encumbered by the Bonds consists of approximately 287.10 +/- acres and is depicted herein as Exhibit "B". The Bonds were issued in the principal amount of \$720,000 at coupon rates of 4.125% for a portion of the Bonds with a maturity date of May 1, 2024, principal amount of \$905,000 at coupon rates of 4.750% for a portion of the Bonds with a maturity date of May 1, 2029, principal amount of \$2,315,000 at coupon rates of 5.100% for a portion of the Bonds with a maturity date of May 1, 2038, and principal amount of \$4,770,000 at coupon rates of 5.250% for a portion of the Bonds with a maturity date of May 1, 2049. Cover page of the Limited Offering Memorandum for the Bonds of the District is attached hereto and incorporated by reference herein as Exhibit "C".

It is the District's responsibility to operate and maintain any improvements owned by the District, and the District may operate and maintain any improvements itself directly, or enter into agreements with other entities, such as Property Owner Associations (POAs), to operate and maintain District improvements. The District will pay for the operation and maintenance through an annual operation and maintenance assessment collected directly or on the Osceola County Tax Bill or may enter into an agreement with the POAs to perform the operation and maintenance functions. The water and wastewater systems will be conveyed to Osceola County for ownership and maintenance.

Should you have any questions regarding the Harmony West Community Development District or any information contained herein, contact the District Manager, Wrathell, Hunt and Associates, LLC at (877) 276-0889. An informational brochure about the District is attached hereto and incorporated by reference herein as Exhibit "D".

By:


Craig A. Wrathell, District Manager and Secretary
Harmony West Community Development District

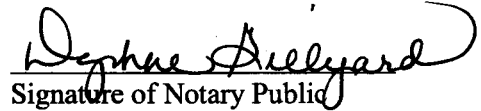
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of November, 2018 by Craig A. Wrathell as District Manager and Secretary of the Harmony West Community Development District. He is personally known to me.

(SEAL)



Daphne Gillyard
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF899542
Expires 8/20/2019


Signature of Notary Public

Daphne Gillyard
Printed Name of Notary

EXHIBIT "A"

A portion of Sections 13, 24 and 25, Township 26 South, Range 31 East and a portion of Sections 17, 18, 19 and 20, Township 26 South, Range 32 East, Osceola County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East; thence run N89°45'20"W, along the North line of said Section 24, a distance of 1,610.94 feet; thence run S55°19'37"E, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1,652.30 feet; thence run S43°58'59"W, a distance of 97.14 feet; thence run S46°01'01"E, a distance of 69.61 feet to a point on a Non Tangent curve, concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Southwesterly along the arc of said curve a distance of 572.22 feet (Chord Bearing = S53°08'32"W, Chord = 570.35 feet); thence run S61°10'41"W, a distance of 372.89 feet, to a point on the East Right of Way line of U.S. Highway No. 192 & 441; thence run the following (2) courses along said East Right of Way line: RUN S28°49'40"E, a distance of 4,953.01 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'27"; thence run Southeasterly along the arc of said curve, a distance of 163.53 feet (Chord Bearing = S29°46'57"E, Chord = 163.52 feet) to the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run N89°19'29"E, along said North line and Easterly extension thereof, a distance of 198.87 feet to the East line of a 35' Platted right of way per The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S00°04'21"E, along said Right of Way line, a distance of 297.74 feet to a point on the East Right of Way line of U.S. Highway No. 192 & 441 and point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 09°46'11"; thence run Southeasterly along the arc of said curve and said East Right of Way line, a distance of 645.71 feet (Chord Bearing = S41°34'47"E, Chord = 644.93 feet); thence run N40°51'29"E, a distance of 1,296.84 feet; thence run N04°08'40"E, a distance of 1,641.35 feet; thence run N56°09'51"E, a distance of 570.57 feet; thence run N39°13'52"W, a distance of 667.67 feet; thence run N38°57'47"W, a distance of 538.81 feet; thence run N27°21'05"W, a distance of 316.06 feet; thence run N09°42'22"W, a distance of 261.13 feet; thence run N28°18'30"E, a distance of 508.18 feet; thence run N26°50'03"E, a distance of 290.56 feet; thence run N30°57'02"W, a distance of 74.79 feet; thence run N48°51'04"E, a distance of 117.06 feet; thence run N81°35'58"E, a distance of 23.74 feet; thence run N26°50'03"E, a distance of 952.92 feet; thence run N51°48'18"E, a distance of 1,353.02 feet; thence run N74°58'16"E, a distance of 1,134.21 feet; thence run N80°15'17"E, a distance of 351.38 feet; thence run S80°34'15"E, a distance of 55.21 feet; thence run N75°03'58"E, a distance of 54.57 feet; thence run N63°32'40"E, a distance of 84.55 feet; thence run N66°40'05"E, a distance of 376.47 feet; thence run N72°26'23"E, a distance of 369.98 feet; thence run S86°54'28"E, a distance of 296.07 feet; thence run S70°48'57"E, a distance of 291.89 feet; thence run S42°39'47"E, a distance of 702.24 feet; thence run S21°34'08"E, a distance of 514.89 feet; thence run S07°05'17"E, a distance of 467.66 feet; thence run S00°47'47"W, a distance of 395.47 feet; thence run S08°30'03"W, a distance of 514.86 feet; thence run S01°17'49"W, a distance of 590.21 feet; thence run S10°04'43"E, a distance of 420.30 feet; thence run S10°31'40"W, a distance of 430.35 feet; thence run S09°13'48"E, a distance of 179.12 feet; thence run S36°26'41"E, a distance of 365.54 feet; thence run S03°08'07"E, a distance of 226.51 feet; thence run N63°28'20"E, a distance of 3,792.18 feet; thence run N66°20'55"E, a distance of 558.81 feet; thence run N26°19'21"W, a distance of 62.37 feet; thence run S90°00'00"W, a distance of 1,544.48 feet; thence run N00°00'00"E, a distance of 3,121.92 feet; thence run N26°19'21"W, a distance of 907.67 feet; thence run N38°50'11"W, a distance of 613.74 feet; thence run S69°29'52"W, a distance of 431.45 feet; thence run N62°42'16"W, a distance of 473.32 feet; thence run N84°21'06"W, a distance of 530.40 feet; thence run N21°33'05"E, a distance of 894.66 feet; thence run N25°28'06"W, a distance of 938.98 feet to a point on the South Right of Way line of State Road 500-A, Old Melbourne Highway; thence, along said South Right of Way line the following three (3) courses: run N80°46'21"W, a distance of 771.89 feet to a point on a non tangent curve, concave to the South, having a Radius of 1,382.69 feet and a Central Angle of 16°39'07"; thence run Westerly along the arc of said curve, a distance of 401.85 feet (Chord Bearing = N89°03'10"W, Chord = 400.44 feet); thence run S82°35'29"W, a distance of 3,686.09 feet; thence run S00°30'30"E, a distance of 809.15 feet; thence run S00°31'45"E, a distance of 1,149.86 feet; thence run N76°59'29"W, a distance of 327.33 feet; thence run S16°51'13"W, a distance of 814.05 feet; thence run N64°49'23"W, a distance of 165.03 feet; thence run S17°43'23"W, a distance of 915.07 feet to a point on said North line of Section 24; thence run N89°45'32"W, along said North line, a distance of 2,205.89 feet to the POINT OF BEGINNING.

Containing 56,338,406.21 square feet or 1,293.35 acres, more or less.

SHEET 1 OF 3

Exhibit B

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.

EXHIBIT "C"

NEW ISSUE - BOOK-ENTRY ONLY LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel (as hereinafter defined), under existing law, and assuming compliance by the District with the tax covenants described herein and the accuracy of certain representations included in the closing transcript for the Series 2018 Bonds (as hereinafter defined), interest on the Series 2018 Bonds is, under Section 103 of the Code (as hereinafter defined), excludable from gross income for federal income tax purposes, and is not a specific preference item for purposes of the federal alternative minimum tax. See "TAX MATTERS" herein. Bond Counsel is further of the opinion that the Series 2018 Bonds and interest thereon are not subject to taxation under the laws of the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

\$8,710,000

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018 (ASSESSMENT AREA ONE)

Dated: Date of Issuance

Due: As set forth below

The Harmony West Community Development District Special Assessment Revenue Bonds, Series 2018 (Assessment Area One) (the "Series 2018 Bonds") are being issued by the Harmony West Community Development District (the "District") only in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

The Series 2018 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2018. The Series 2018 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2018 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2018 Bonds will be paid from the 2018 Trust Estate (as hereinafter defined) by U.S. Bank National Association, as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest of a Series 2018 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2018 Bond. See "DESCRIPTION OF THE SERIES 2018 BONDS - Book-Entry System" herein.

Proceeds of the Series 2018 Bonds will be applied to: (i) finance the Cost of acquisition, construction and equipping of the Assessment Area One Project (as hereinafter defined); (ii) pay certain costs associated with the issuance of the Series 2018 Bonds; (iii) to pay a portion of the interest accruing on the Series 2018 Bonds; and (iv) fund the 2018 Reserve Account as herein provided. See "ESTIMATED SOURCES AND USES OF SERIES 2018 BOND PROCEEDS."

The District, which is the issuer of the Series 2018 Bonds, is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1988, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2017-02 of the Board of County Commissioners of Osceola County, Florida, effective on April 18, 2017 (the "Ordinance"). The Series 2018 Bonds are being issued pursuant to the Act, Resolution Nos. 2018-16 and 2018-21 adopted by the Board of Supervisors of the District (the "Board") on February 26, 2018, and May 28, 2018, respectively, and a Master Trust Indenture, dated as of July 1, 2018, as supplemented by a First Supplemental Trust Indenture dated as of July 1, 2018 (collectively, the "Indenture"), each by and between the District and the Trustee. The Series 2018 Bonds are equally and ratably secured by the 2018 Trust Estate, without preference or priority of one Series 2018 Bond over another. The 2018 Trust Estate consists of all right, title and interest of the District in, to and under, subject to the terms of the Master Indenture, the revenues derived by the District from the Series 2018 Assessments levied and imposed pursuant to the Assessment Proceedings (as hereinafter defined) as the same may be amended from time to time (the "2018 Pledged Revenues") and the Funds and Accounts (except for the 2018 Rebate Account and the 2018 Cost of Issuance Account) established under the First Supplemental Indenture (the "2018 Pledged Funds"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018 BONDS."

The Series 2018 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption prior to maturity. See "DESCRIPTION OF THE SERIES 2018 BONDS - Redemption Provisions" herein.

NEITHER THE SERIES 2018 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2018 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A FLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2018 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2018 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2018 PLEDGED REVENUES AND THE 2018 PLEDGED FUNDS PLEDGED TO THE SERIES 2018 BONDS, ALL AS PROVIDED IN THE SERIES 2018 BONDS AND IN THE INDENTURE.

The Series 2018 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "Accredited Investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018 Bonds. The Series 2018 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2018 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2018 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$720,000 - 4.125% Series 2018 Term Bond due May 1, 2024, Yield 4.125%, Price 100.000 CUSIP # 412306 AA1*
\$605,000 - 4.750% Series 2018 Term Bond due May 1, 2025, Yield 4.750%, Price 100.000 CUSIP # 412306 AA2*
\$2,315,000 - 5.100% Series 2018 Term Bond due May 1, 2026, Yield 5.100%, Price 100.000 CUSIP # 412306 AC7*
\$4,770,000 - 5.250% Series 2018 Term Bond due May 1, 2028, Yield 5.250%, Price 100.000 CUSIP # 412306 AD6*

The Series 2018 Bonds are offered for delivery when, as and if issued by the District and subject to the receipt of the approving legal opinion of Abernethy LLP, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Stanley Robin Vercher P.A., Tampa, Florida, for the Developer by its counsel, Godbold, Downing, Bill & Rents, P.A., Winter Park, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2018 Bonds will be delivered in book-entry form through the facilities of DTC on or about July 12, 2018.

FMSbonds, Inc.

Dated: June 18, 2018.

* The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

INTRODUCTION

On behalf of the Board of Supervisors of the Harmony West Community Development District (the "District"), the following description of District activities and special assessments has been prepared so that each landowner and resident has a better understanding of the District. The District is here to serve certain needs of the community. Your participation in the District is encouraged. If the District can be of assistance to you, please do not hesitate to give us a call.

WHAT IS THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT?

The Harmony West Community Development District, also called the Harmony West CDD for short, is an independent, special-purpose local government established by the Board of County Commissioners of Osceola County, Florida, Ordinance No. 2017-02, adopted on April 17, 2017. The District was established pursuant to Chapter 190, Florida Statutes, as amended, as an alternative method for managing and financing public infrastructure within master planned community developments.

WHO GOVERNS THE HARMONY WEST CDD?

The Harmony West CDD is governed by a Board of Supervisors consisting of five members. The members of the Board of Supervisors are initially elected by the property owners on a one acre/one vote basis. No sooner than 6 years from the initial appointment of supervisors, and not before there are at least 250 qualified electors (registered voters) residing in the District, the supervisors will be elected by the majority vote of the qualified electors within the District as part of the general election process. Elections for supervisors will, at that time and thereafter, be conducted in the same manner prescribed by law for holding general elections in the State of Florida.

WHAT IS THE FUNCTION OF THE HARMONY WEST CDD?

The Harmony West CDD was established to plan, construct, acquire, operate and maintain systems and facilities related to undergrounding of electrical

facilities, roadway improvements, storm water management, potable water, sanitary sewer and reclaimed water facilities, parks, landscaping, and hardscaping. The District's actual maintenance responsibilities will be limited because the District's water and wastewater systems will, ultimately, be conveyed to the Osceola County for operation and maintenance, while others may be performed by the District directly or indirectly via operation and maintenance agreements with homeowner association(s).

DO I PAY MORE TAXES IF I LIVE IN THE HARMONY WEST CDD?

Yes, in a sense. The Harmony West CDD assessments will appear on your tax bill, even though they are not technically taxes. Landowners will pay non-ad valorem special assessments for the capital costs along with the operation and maintenance of District facilities and services and administration of the District. The landowners who petitioned for the establishment of the District believed that the District would allow for greater property value and greater service levels than would otherwise be achievable.

If you purchase a unit in this development, you will be subject to additional costs. A special assessment will be added to your tax bill. This non-ad valorem assessment will be in addition to all other property taxes and assessments. This cost (if paid in November to take advantage of the maximum 4% early payment discount) is estimated to be as follows:

Unit Type	Annual DS
SF 40'	\$746.85
SF 50'	\$933.57
SF 60'	\$1,120.28

Notes:

1. DS - Debt Service Assessment
2. Does not include Operation & Maintenance Assessment, which varies from year-to-year and is based on the annual adopted budget
3. The debt assessment will be a thirty (30) year fixed amount

This cost will be levied to pay debt service on the bonds issued by the District as well as to fund operations and maintenance.

WHAT BENEFITS MAY I EXPECT TO RECEIVE AS A RESULT OF MY INVESTMENT?

District landowners may expect to receive three major classes of benefits. First, the District provides landowners consistently high levels of public facilities and services managed and financed through self-imposed fees and assessments. Second, the District ensures that these community development facilities and services will be completed concurrently with other parts of the development. Third, District landowners and electors choose the Board of Supervisors and, through these representatives, are able to determine the type, quality and expense of District facilities and services.

CAN I PREPAY MY ASSESSMENT?

Yes, the principal amount of the DS assessment can be prepaid at any time prior to the maturity of the Bonds used to fund the public infrastructure of the District. Please remember that prepaying will only eliminate your DS assessment. You still must pay your annual O&M assessment to the District. For more details on prepaying your DS assessment, please contact the District at (877) 276-0889. Initial DS assessment principal amounts/prepayment amounts are listed in the table below:

Unit Type	Initial Prepayment Amount
SF 40'	\$11,116.78
SF 50'	\$13,895.98
SF 60'	\$16,675.18

Please note that these are initial assessments. Prepayment amounts will decrease each year as principal payments of the District's bonds are made, so please call (877) 276-0889 to obtain most up-to-date information.

**HOW CAN I FIND OUT MORE ABOUT
HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT?**

If you would like more information about the Harmony West Community Development District, please feel free to contact the District at (877) 276-0389. We are here to help.

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT IMPOSES TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS, AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

**WHAT YOU
NEED TO KNOW
ABOUT
THE
HARMONY WEST
COMMUNITY
DEVELOPMENT
DISTRICT**

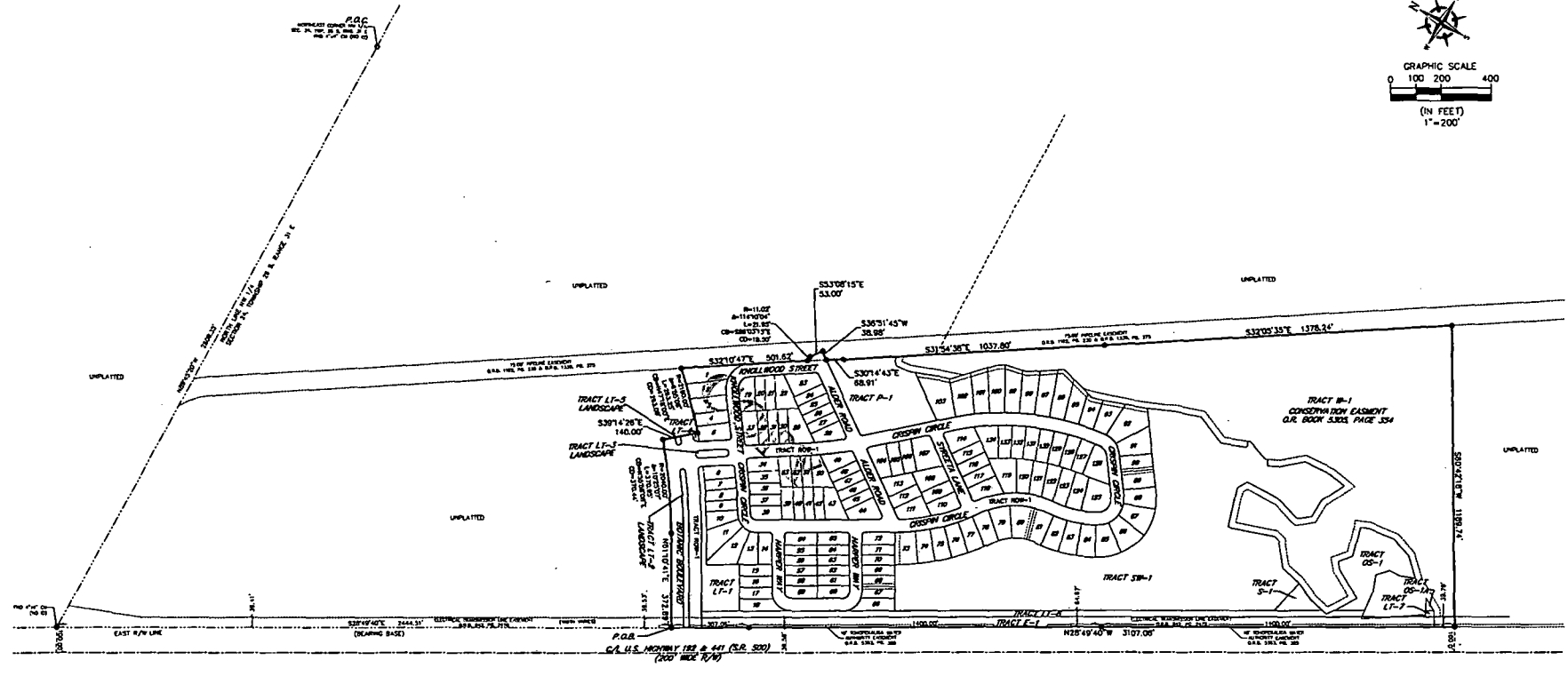
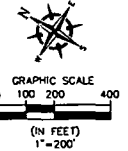


**Harmony West
Community Development District**

District Administrative Office:
Wrathell, Hunt and Associates, LLC
Craig A. Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010
Toll-Free: (877) 276-0389
Facsimile: (561) 571-0013


BEING A PORTION OF
SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST
OSCEOLA COUNTY, FLORIDA

PLAT		
BOOK	27	PAGE 117



JOHNSTON'S
SURVEYING INC.

KEY MAP
NOT TO SCALE.



SHEET 3 SHEET 4 SHEET 5

SEE SHEET 1 OF 5 FOR NOTES AND LEGEND

BEING A PORTION OF
SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST
OSCEOLA COUNTY, FLORIDA

PLAT		
BOOK	27	PAGE 119



U.S. HIGHWAY 192 & 441
(S.R. 500)

LINES TABLE				CURVE TABLE				CURVE TABLE						
LINE	DIRECTION	LENGTH	CHORD	CHORD	DELTA	CHORD	DELTA	CHORD	DELTA	CHORD	DELTA			
L1	N 73°07'17" E	13.57	C1	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C1	270.70	100.00	0°00'00"00"	270.64
L2	N 73°07'17" E	13.57	C2	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C2	270.70	100.00	0°00'00"00"	270.64
L3	N 73°07'17" E	13.57	C3	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C3	270.70	100.00	0°00'00"00"	270.64
L4	N 73°07'17" E	13.57	C4	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C4	270.70	100.00	0°00'00"00"	270.64
L5	N 73°07'17" E	13.57	C5	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C5	270.70	100.00	0°00'00"00"	270.64
L6	N 73°07'17" E	13.57	C6	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C6	270.70	100.00	0°00'00"00"	270.64
L7	N 73°07'17" E	13.57	C7	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C7	270.70	100.00	0°00'00"00"	270.64
L8	N 73°07'17" E	13.57	C8	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C8	270.70	100.00	0°00'00"00"	270.64
L9	N 73°07'17" E	13.57	C9	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C9	270.70	100.00	0°00'00"00"	270.64
L10	N 73°07'17" E	13.57	C10	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C10	270.70	100.00	0°00'00"00"	270.64
L11	N 73°07'17" E	13.57	C11	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C11	270.70	100.00	0°00'00"00"	270.64
L12	N 73°07'17" E	13.57	C12	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C12	270.70	100.00	0°00'00"00"	270.64
L13	N 73°07'17" E	13.57	C13	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C13	270.70	100.00	0°00'00"00"	270.64
L14	N 73°07'17" E	13.57	C14	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C14	270.70	100.00	0°00'00"00"	270.64
L15	N 73°07'17" E	13.57	C15	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C15	270.70	100.00	0°00'00"00"	270.64
L16	N 73°07'17" E	13.57	C16	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C16	270.70	100.00	0°00'00"00"	270.64
L17	N 73°07'17" E	13.57	C17	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C17	270.70	100.00	0°00'00"00"	270.64
L18	N 73°07'17" E	13.57	C18	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C18	270.70	100.00	0°00'00"00"	270.64
L19	N 73°07'17" E	13.57	C19	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C19	270.70	100.00	0°00'00"00"	270.64
L20	N 73°07'17" E	13.57	C20	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C20	270.70	100.00	0°00'00"00"	270.64
L21	N 73°07'17" E	13.57	C21	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C21	270.70	100.00	0°00'00"00"	270.64
L22	N 73°07'17" E	13.57	C22	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C22	270.70	100.00	0°00'00"00"	270.64
L23	N 73°07'17" E	13.57	C23	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C23	270.70	100.00	0°00'00"00"	270.64
L24	N 73°07'17" E	13.57	C24	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C24	270.70	100.00	0°00'00"00"	270.64
L25	N 73°07'17" E	13.57	C25	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C25	270.70	100.00	0°00'00"00"	270.64
L26	N 73°07'17" E	13.57	C26	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C26	270.70	100.00	0°00'00"00"	270.64
L27	N 73°07'17" E	13.57	C27	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C27	270.70	100.00	0°00'00"00"	270.64
L28	N 73°07'17" E	13.57	C28	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C28	270.70	100.00	0°00'00"00"	270.64
L29	N 73°07'17" E	13.57	C29	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C29	270.70	100.00	0°00'00"00"	270.64
L30	N 73°07'17" E	13.57	C30	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C30	270.70	100.00	0°00'00"00"	270.64
L31	N 73°07'17" E	13.57	C31	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C31	270.70	100.00	0°00'00"00"	270.64
L32	N 73°07'17" E	13.57	C32	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C32	270.70	100.00	0°00'00"00"	270.64
L33	N 73°07'17" E	13.57	C33	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C33	270.70	100.00	0°00'00"00"	270.64
L34	N 73°07'17" E	13.57	C34	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C34	270.70	100.00	0°00'00"00"	270.64
L35	N 73°07'17" E	13.57	C35	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C35	270.70	100.00	0°00'00"00"	270.64
L36	N 73°07'17" E	13.57	C36	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C36	270.70	100.00	0°00'00"00"	270.64
L37	N 73°07'17" E	13.57	C37	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C37	270.70	100.00	0°00'00"00"	270.64
L38	N 73°07'17" E	13.57	C38	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C38	270.70	100.00	0°00'00"00"	270.64
L39	N 73°07'17" E	13.57	C39	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C39	270.70	100.00	0°00'00"00"	270.64
L40	N 73°07'17" E	13.57	C40	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C40	270.70	100.00	0°00'00"00"	270.64
L41	N 73°07'17" E	13.57	C41	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C41	270.70	100.00	0°00'00"00"	270.64
L42	N 73°07'17" E	13.57	C42	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C42	270.70	100.00	0°00'00"00"	270.64
L43	N 73°07'17" E	13.57	C43	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C43	270.70	100.00	0°00'00"00"	270.64
L44	N 73°07'17" E	13.57	C44	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C44	270.70	100.00	0°00'00"00"	270.64
L45	N 73°07'17" E	13.57	C45	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C45	270.70	100.00	0°00'00"00"	270.64
L46	N 73°07'17" E	13.57	C46	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C46	270.70	100.00	0°00'00"00"	270.64
L47	N 73°07'17" E	13.57	C47	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C47	270.70	100.00	0°00'00"00"	270.64
L48	N 73°07'17" E	13.57	C48	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C48	270.70	100.00	0°00'00"00"	270.64
L49	N 73°07'17" E	13.57	C49	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C49	270.70	100.00	0°00'00"00"	270.64
L50	N 73°07'17" E	13.57	C50	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C50	270.70	100.00	0°00'00"00"	270.64
L51	N 73°07'17" E	13.57	C51	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C51	270.70	100.00	0°00'00"00"	270.64
L52	N 73°07'17" E	13.57	C52	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C52	270.70	100.00	0°00'00"00"	270.64
L53	N 73°07'17" E	13.57	C53	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C53	270.70	100.00	0°00'00"00"	270.64
L54	N 73°07'17" E	13.57	C54	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C54	270.70	100.00	0°00'00"00"	270.64
L55	N 73°07'17" E	13.57	C55	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C55	270.70	100.00	0°00'00"00"	270.64
L56	N 73°07'17" E	13.57	C56	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C56	270.70	100.00	0°00'00"00"	270.64
L57	N 73°07'17" E	13.57	C57	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C57	270.70	100.00	0°00'00"00"	270.64
L58	N 73°07'17" E	13.57	C58	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C58	270.70	100.00	0°00'00"00"	270.64
L59	N 73°07'17" E	13.57	C59	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C59	270.70	100.00	0°00'00"00"	270.64
L60	N 73°07'17" E	13.57	C60	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C60	270.70	100.00	0°00'00"00"	270.64
L61	N 73°07'17" E	13.57	C61	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C61	270.70	100.00	0°00'00"00"	270.64
L62	N 73°07'17" E	13.57	C62	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C62	270.70	100.00	0°00'00"00"	270.64
L63	N 73°07'17" E	13.57	C63	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C63	270.70	100.00	0°00'00"00"	270.64
L64	N 73°07'17" E	13.57	C64	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C64	270.70	100.00	0°00'00"00"	270.64
L65	N 73°07'17" E	13.57	C65	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C65	270.70	100.00	0°00'00"00"	270.64
L66	N 73°07'17" E	13.57	C66	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C66	270.70	100.00	0°00'00"00"	270.64
L67	N 73°07'17" E	13.57	C67	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C67	270.70	100.00	0°00'00"00"	270.64
L68	N 73°07'17" E	13.57	C68	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C68	270.70	100.00	0°00'00"00"	270.64
L69	N 73°07'17" E	13.57	C69	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C69	270.70	100.00	0°00'00"00"	270.64
L70	N 73°07'17" E	13.57	C70	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C70	270.70	100.00	0°00'00"00"	270.64
L71	N 73°07'17" E	13.57	C71	270.70	100.00	0°00'00"00"	270.64	N 73°07'17" E	13.57	C71	270.70	100.00	0°00'0	

SEE SHEET 1 OF 5 FOR NOTES AND LEGEND

BEING A PORTION OF
SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST
OSCEOLA COUNTY, FLORIDA



COPY

LINE TABLE				CURVE TABLE				CURVE TABLE					
LINE #	DIRECTION	LENGTH	CHG. BEARING	CURVE #	LENGTH	DELTA	CHORD LENGTH	CHG. BEARING	CURVE #	LENGTH	DELTA	CHORD LENGTH	CHG. BEARING
L1	N 12° 15' 17" E	15.87		C2	27.00	120.00	27.00	N 12° 15' 17" E	C2	27.00	120.00	27.00	N 12° 15' 17" E
L2	N 89° 57' 17" E	13.77		C3	24.18	110.00	24.18	N 89° 57' 17" E	C3	24.18	110.00	24.18	N 89° 57' 17" E
L3	S 33° 17' 17" E	10.92		C4	17.36	70.00	17.36	S 33° 17' 17" E	C4	17.36	70.00	17.36	S 33° 17' 17" E
L4	S 89° 57' 17" E	20.57		C5	23.28	100.00	23.28	S 89° 57' 17" E	C5	23.28	100.00	23.28	S 89° 57' 17" E
L5	N 12° 15' 17" E	15.87		C6	27.00	120.00	27.00	N 12° 15' 17" E	C6	27.00	120.00	27.00	N 12° 15' 17" E
L6	N 89° 57' 17" E	13.77		C7	24.18	110.00	24.18	N 89° 57' 17" E	C7	24.18	110.00	24.18	N 89° 57' 17" E
L7	S 33° 17' 17" E	10.92		C8	17.36	70.00	17.36	S 33° 17' 17" E	C8	17.36	70.00	17.36	S 33° 17' 17" E
L8	S 89° 57' 17" E	20.57		C9	23.28	100.00	23.28	S 89° 57' 17" E	C9	23.28	100.00	23.28	S 89° 57' 17" E
L9	N 12° 15' 17" E	15.87		C10	27.00	120.00	27.00	N 12° 15' 17" E	C10	27.00	120.00	27.00	N 12° 15' 17" E
L10	N 89° 57' 17" E	13.77		C11	24.18	110.00	24.18	N 89° 57' 17" E	C11	24.18	110.00	24.18	N 89° 57' 17" E
L11	S 33° 17' 17" E	10.92		C12	17.36	70.00	17.36	S 33° 17' 17" E	C12	17.36	70.00	17.36	S 33° 17' 17" E
L12	S 89° 57' 17" E	20.57		C13	23.28	100.00	23.28	S 89° 57' 17" E	C13	23.28	100.00	23.28	S 89° 57' 17" E
L13	N 12° 15' 17" E	15.87		C14	27.00	120.00	27.00	N 12° 15' 17" E	C14	27.00	120.00	27.00	N 12° 15' 17" E
L14	N 89° 57' 17" E	13.77		C15	24.18	110.00	24.18	N 89° 57' 17" E	C15	24.18	110.00	24.18	N 89° 57' 17" E
L15	S 33° 17' 17" E	10.92		C16	17.36	70.00	17.36	S 33° 17' 17" E	C16	17.36	70.00	17.36	S 33° 17' 17" E
L16	S 89° 57' 17" E	20.57		C17	23.28	100.00	23.28	S 89° 57' 17" E	C17	23.28	100.00	23.28	S 89° 57' 17" E
L17	N 12° 15' 17" E	15.87		C18	27.00	120.00	27.00	N 12° 15' 17" E	C18	27.00	120.00	27.00	N 12° 15' 17" E
L18	N 89° 57' 17" E	13.77		C19	24.18	110.00	24.18	N 89° 57' 17" E	C19	24.18	110.00	24.18	N 89° 57' 17" E
L19	S 33° 17' 17" E	10.92		C20	17.36	70.00	17.36	S 33° 17' 17" E	C20	17.36	70.00	17.36	S 33° 17' 17" E
L20	S 89° 57' 17" E	20.57		C21	23.28	100.00	23.28	S 89° 57' 17" E	C21	23.28	100.00	23.28	S 89° 57' 17" E
L21	N 12° 15' 17" E	15.87		C22	27.00	120.00	27.00	N 12° 15' 17" E	C22	27.00	120.00	27.00	N 12° 15' 17" E
L22	N 89° 57' 17" E	13.77		C23	24.18	110.00	24.18	N 89° 57' 17" E	C23	24.18	110.00	24.18	N 89° 57' 17" E
L23	S 33° 17' 17" E	10.92		C24	17.36	70.00	17.36	S 33° 17' 17" E	C24	17.36	70.00	17.36	S 33° 17' 17" E
L24	S 89° 57' 17" E	20.57		C25	23.28	100.00	23.28	S 89° 57' 17" E	C25	23.28	100.00	23.28	S 89° 57' 17" E
L25	N 12° 15' 17" E	15.87		C26	27.00	120.00	27.00	N 12° 15' 17" E	C26	27.00	120.00	27.00	N 12° 15' 17" E
L26	N 89° 57' 17" E	13.77		C27	24.18	110.00	24.18	N 89° 57' 17" E	C27	24.18	110.00	24.18	N 89° 57' 17" E
L27	S 33° 17' 17" E	10.92		C28	17.36	70.00	17.36	S 33° 17' 17" E	C28	17.36	70.00	17.36	S 33° 17' 17" E
L28	S 89° 57' 17" E	20.57		C29	23.28	100.00	23.28	S 89° 57' 17" E	C29	23.28	100.00	23.28	S 89° 57' 17" E
L29	N 12° 15' 17" E	15.87		C30	27.00	120.00	27.00	N 12° 15' 17" E	C30	27.00	120.00	27.00	N 12° 15' 17" E
L30	N 89° 57' 17" E	13.77		C31	24.18	110.00	24.18	N 89° 57' 17" E	C31	24.18	110.00	24.18	N 89° 57' 17" E
L31	S 33° 17' 17" E	10.92		C32	17.36	70.00	17.36	S 33° 17' 17" E	C32	17.36	70.00	17.36	S 33° 17' 17" E
L32	S 89° 57' 17" E	20.57		C33	23.28	100.00	23.28	S 89° 57' 17" E	C33	23.28	100.00	23.28	S 89° 57' 17" E
L33	N 12° 15' 17" E	15.87		C34	27.00	120.00	27.00	N 12° 15' 17" E	C34	27.00	120.00	27.00	N 12° 15' 17" E
L34	N 89° 57' 17" E	13.77		C35	24.18	110.00	24.18	N 89° 57' 17" E	C35	24.18	110.00	24.18	N 89° 57' 17" E
L35	S 33° 17' 17" E	10.92		C36	17.36	70.00	17.36	S 33° 17' 17" E	C36	17.36	70.00	17.36	S 33° 17' 17" E
L36	S 89° 57' 17" E	20.57		C37	23.28	100.00	23.28	S 89° 57' 17" E	C37	23.28	100.00	23.28	S 89° 57' 17" E
L37	N 12° 15' 17" E	15.87		C38	27.00	120.00	27.00	N 12° 15' 17" E	C38	27.00	120.00	27.00	N 12° 15' 17" E
L38	N 89° 57' 17" E	13.77		C39	24.18	110.00	24.18	N 89° 57' 17" E	C39	24.18	110.00	24.18	N 89° 57' 17" E
L39	S 33° 17' 17" E	10.92		C40	17.36	70.00	17.36	S 33° 17' 17" E	C40	17.36	70.00	17.36	S 33° 17' 17" E
L40	S 89° 57' 17" E	20.57		C41	23.28	100.00	23.28	S 89° 57' 17" E	C41	23.28	100.00	23.28	S 89° 57' 17" E
L41	N 12° 15' 17" E	15.87		C42	27.00	120.00	27.00	N 12° 15' 17" E	C42	27.00	120.00	27.00	N 12° 15' 17" E
L42	N 89° 57' 17" E	13.77		C43	24.18	110.00	24.18	N 89° 57' 17" E	C43	24.18	110.00	24.18	N 89° 57' 17" E
L43	S 33° 17' 17" E	10.92		C44	17.36	70.00	17.36	S 33° 17' 17" E	C44	17.36	70.00	17.36	S 33° 17' 17" E
L44	S 89° 57' 17" E	20.57		C45	23.28	100.00	23.28	S 89° 57' 17" E	C45	23.28	100.00	23.28	S 89° 57' 17" E
L45	N 12° 15' 17" E	15.87		C46	27.00	120.00	27.00	N 12° 15' 17" E	C46	27.00	120.00	27.00	N 12° 15' 17" E
L46	N 89° 57' 17" E	13.77		C47	24.18	110.00	24.18	N 89° 57' 17" E	C47	24.18	110.00	24.18	N 89° 57' 17" E
L47	S 33° 17' 17" E	10.92		C48	17.36	70.00	17.36	S 33° 17' 17" E	C48	17.36	70.00	17.36	S 33° 17' 17" E
L48	S 89° 57' 17" E	20.57		C49	23.28	100.00	23.28	S 89° 57' 17" E	C49	23.28	100.00	23.28	S 89° 57' 17" E
L49	N 12° 15' 17" E	15.87		C50	27.00	120.00	27.00	N 12° 15' 17" E	C50	27.00	120.00	27.00	N 12° 15' 17" E
L50	N 89° 57' 17" E	13.77		C51	24.18	110.00	24.18	N 89° 57' 17" E	C51	24.18	110.00	24.18	N 89° 57' 17" E
L51	S 33° 17' 17" E	10.92		C52	17.36	70.00	17.36	S 33° 17' 17" E	C52	17.36	70.00	17.36	S 33° 17' 17" E
L52	S 89° 57' 17" E	20.57		C53	23.28	100.00	23.28	S 89° 57' 17" E	C53	23.28	100.00	23.28	S 89° 57' 17" E
L53	N 12° 15' 17" E	15.87		C54	27.00	120.00	27.00	N 12° 15' 17" E	C54	27.00	120.00	27.00	N 12° 15' 17" E
L54	N 89° 57' 17" E	13.77		C55	24.18	110.00	24.18	N 89° 57' 17" E	C55	24.18	110.00	24.18	N 89° 57' 17" E
L55	S 33° 17' 17" E	10.92		C56	17.36	70.00	17.36	S 33° 17' 17" E	C56	17.36	70.00	17.36	S 33° 17' 17" E
L56	S 89° 57' 17" E	20.57		C57	23.28	100.00	23.28	S 89° 57' 17" E	C57	23.28	100.00	23.28	S 89° 57' 17" E
L57	N 12° 15' 17" E	15.87		C58	27.00	120.00	27.00	N 12° 15' 17" E	C58	27.00	120.00	27.00	N 12° 15' 17" E
L58	N 89° 57' 17" E	13.77		C59	24.18	110.00	24.18	N 89° 57' 17" E	C59	24.18	110.00	24.18	N 89° 57' 17" E
L59	S 33° 17' 17" E	10.92		C60	17.36	70.00	17.36	S 33° 17' 17" E	C60	17.36	70.00	17.36	S 33° 17' 17" E
L60	S 89° 57' 17" E	20.57		C61	23.28	100.00	23.28	S 89° 57' 17" E	C61	23.28	100.00	23.28	S 89° 57' 17" E
L61	N 12° 15' 17" E	15.87		C62	27.00	120.00	27.00	N 12° 15' 17" E	C62	27.00	120.00	27.00	N 12° 15' 17" E
L62	N 89° 57' 17" E	13.77		C63	24.18	110.00	24.18	N 89° 57' 17" E	C63	24.18	110.00	24.18	N 89° 57' 17" E
L63	S 33° 17' 17" E	10.92		C64	17.36	70.00	17.36	S 33° 17' 17" E	C64	17.36	70.00	17.36	S 33° 17' 17" E
L64	S 89° 57' 17" E	20.57		C65	23.28	100.00	23.28	S 89° 57' 17" E	C65	23.28	100.00	23.28	S 89° 57' 17" E
L65	N 12° 15' 17" E	15.87		C66	27.00	120.00	27.00	N 12° 15' 17" E	C66	27.00	120.00	27.00	N 12° 15' 17" E
L66	N 89° 57' 17" E	13.77		C67	24.18	110.00	24.18	N 89° 57' 17" E	C67	24.18	110.00	24.18	N 89° 57' 17" E
L67	S 33° 17' 17" E	10.92		C68	17.36	70.00	17.36	S 33° 17' 17" E	C68	17.36	70.00	17.36	S 33° 17' 17" E
L68	S 89° 57' 17" E	20.57		C69	23.28	100.00	23.28	S 89° 57' 17" E	C69	23.28	100.00	23.28	S 89° 57' 17" E
L69	N 12° 15' 17" E	15.87		C70	27.00	120.00	27.00	N 12° 15' 17" E	C70	27.00	120.00	27.00	N 12° 15' 17" E
L70	N 89° 57' 17" E	13.77		C71	24.18	110.00	24.18	N 89° 57' 17" E	C71	24.18	110.00	24.18	N 89° 57' 17" E
L71	S 33° 17' 17" E	10.92		C72	17.36	70.00	17.36	S 33° 17' 17" E	C72	17.36	70.00	17.36	S 33° 17' 17" E
L72	S 89° 57' 17" E	20.57		C73	23.28	100.00	23.28	S 89° 57' 17" E	C73	23.28	100.00	23.28	S 89° 57' 17" E
L73	N 12° 15' 17" E	15.87		C74	27.00	120.00	27.00	N 12° 15' 17" E	C74	27.00	120.00	27.00	N 12° 15' 17" E
L74	N 89° 57' 17" E	13.77		C75	24.18	110.00	24.18	N 89° 57' 17" E	C75	24.18	110.00	24.18	N 89° 57' 17" E
L75	S 33° 17' 17" E	10.92		C76	17.36	70.00	17.36	S 33° 17' 17" E	C76	17.36	70.00	17.36	S 33° 17' 17" E
L76	S 89° 57' 17" E	20.57		C77	23.28	100.00	23.28	S 89° 57' 17" E	C77	23.28	100.00	23.28	S 89° 57' 17" E
L77	N 12° 15' 17" E	15.87		C78	27.00	120.00	27.00	N 12° 15' 17" E	C78	27.00	120.00	27.00	N 12° 15' 17" E
L78	N 89° 57' 17" E	13.77		C79	24.18	110.00	24.18	N 89° 57' 17" E	C79	24.18	110.00	24.18	N 89° 57' 17" E
L79	S 33° 17' 17" E	10.92		C80	17.36	70.00	17.36	S 33° 17' 17" E	C80	17.36	70.00	17.36	S 33° 17' 17" E
L80	S 89° 57' 17" E	20											

SEE SHEET 1 OF 3 FOR NOTES AND LEGEND

JOHNSTON'S
SURVEYING INC
00 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-8140

U.S. HIGHWAY 193 @ 441
(S.R. 500)



CFN 2018182400
Bk 5448 Pgs 2405-2468 (64 Pgs)
DATE: 12/13/2018 10:07:57 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$545.50

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
HARMONY WEST**

**Prepared by and Return to:
Grant T. Downing, Esquire
GODBOLD, DOWNING, BILL, & RENTZ, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789**

Table of Contents

Article 1 - DEFINITIONS	1
<u>Section 1.01</u> <u>Definitions.....</u>	1
Article 2 - PROPERTY SUBJECT TO DECLARATION	5
<u>Section 2.01</u> <u>Property.....</u>	5
<u>Section 2.02</u> <u>Additional Property.....</u>	5
<u>Section 2.03</u> <u>Deletions from the Property.....</u>	6
<u>Section 2.04</u> <u>Effect of Declaration.....</u>	6
Article 3 - THE ASSOCIATION	6
<u>Section 3.01</u> <u>Membership.....</u>	6
<u>Section 3.02</u> <u>Classes of Voting Membership.....</u>	6
<u>Section 3.03</u> <u>Notice and Quorum for Any Action Authorized Under This Declaration.....</u>	7
Article 4 - FUNCTIONS OF THE ASSOCIATION	7
<u>Section 4.01</u> <u>Services.....</u>	7
<u>Section 4.02</u> <u>Mortgage and Pledge.....</u>	9
<u>Section 4.03</u> <u>Conveyance by Association.....</u>	9
<u>Section 4.04</u> <u>Security.....</u>	9
Article 5 - EASEMENTS	9
<u>Section 5.01</u> <u>Appurtenant Easements.....</u>	9
<u>Section 5.02</u> <u>Utility Easements.....</u>	10
<u>Section 5.03</u> <u>Declarant Easements.....</u>	10
<u>Section 5.04</u> <u>Wall and Landscape Easement.....</u>	10
<u>Section 5.05</u> <u>Service Easements.....</u>	10
<u>Section 5.06</u> <u>Drainage Easements.....</u>	11
<u>Section 5.07</u> <u>Conservation Tracts.....</u>	11
<u>Section 5.08</u> <u>Right of Entry.....</u>	12
<u>Section 5.09</u> <u>Easements of Encroachment.....</u>	12
<u>Section 5.10</u> <u>Natural Gas Easements.....</u>	13
<u>Section 5.11</u> <u>Easements to Association.....</u>	13
<u>Section 5.12</u> <u>Easement for Maintenance Purposes.....</u>	13
<u>Section 5.13</u> <u>Extent of Easements.....</u>	13
<u>Section 5.14</u> <u>Discharge into Water Bodies.....</u>	14
<u>Section 5.15</u> <u>Access.....</u>	14
<u>Section 5.16</u> <u>Lake Maintenance and Use.....</u>	14
Article 6 - ASSESSMENTS	14
<u>Section 6.01</u> <u>Creation of the Lien; Personal Obligations of Assessments.....</u>	14

<u>Section 6.02</u>	<u>Annual Assessments</u>	15
<u>Section 6.03</u>	<u>Special Assessments</u>	15
<u>Section 6.04</u>	<u>Individual Assessments</u>	16
<u>Section 6.05</u>	<u>Annual Assessment Budget</u>	16
<u>Section 6.06</u>	<u>Date of Commencement of Annual Assessments; Due Dates</u>	16
<u>Section 6.07</u>	<u>Initiation Fee</u>	17
<u>Section 6.08</u>	<u>Maximum Annual Assessment</u>	17
<u>Section 6.09</u>	<u>Effect of Non-Payment of Assessments; Personal Obligation of Owner; Lien; Remedies</u>	17
<u>Section 6.10</u>	<u>Subordination of the Lien to Mortgages; Mortgagees' Rights</u>	18
<u>Section 6.11</u>	<u>Exempt Property</u>	18
<u>Section 6.12</u>	<u>Collection of Assessments</u>	18
<u>Section 6.13</u>	<u>Multi-Media Services</u>	18
Article 7 - ARCHITECTURAL CONTROL		19
<u>Section 7.01</u>	<u>Architectural Review Board</u>	19
<u>Section 7.02</u>	<u>Establishment of Architectural Review Board</u>	19
<u>Section 7.03</u>	<u>Duties and Functions of ARB</u>	19
Article 8 - ENFORCEMENT OF RULES AND REGULATIONS		20
<u>Section 8.01</u>	<u>Compliance by Owners; Initial Rules and Regulations</u>	20
<u>Section 8.02</u>	<u>Enforcement</u>	29
Article 9 – TURNOVER		29
Article 10 - INSURANCE AND CASUALTY LOSSES		29
<u>Section 10.01</u>	<u>Insurance</u>	29
<u>Section 10.02</u>	<u>Individual Insurance</u>	31
<u>Section 10.03</u>	<u>Damage and Destruction</u>	31
<u>Section 10.04</u>	<u>Disbursement of Proceeds</u>	32
<u>Section 10.05</u>	<u>Repair and Reconstruction</u>	32
Article 11 - CONDEMNATION		32
Article 12 - District Requirements		32
<u>Section 12.01</u>	<u>Surface Water Management System</u>	32
<u>Section 12.02</u>	<u>Powers of the Association</u>	33
<u>Section 12.03</u>	<u>Association Membership</u>	33
<u>Section 12.04</u>	<u>Association Existence</u>	33
<u>Section 12.05</u>	<u>Maintenance and Ownership of the Surface Water Management System</u>	33
<u>Section 12.06</u>	<u>Amendments</u>	34
<u>Section 12.07</u>	<u>Duration</u>	34
<u>Section 12.08</u>	<u>Water Management District Permit</u>	34
<u>Section 12.09</u>	<u>Enforcement by the District</u>	34
<u>Section 12.10</u>	<u>Additional Property</u>	34

Article 13 – AMENITIES; BUCK LAKE	34
Section 13.01 <u>Conveyance of Amenities: Maintenance of Amenities</u>	34
Section 13.02 <u>Appurtenant Easement</u>	34
Section 13.03 <u>Buck Lake</u>	34
Article 14 – HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT.....	34
Section 14.01 <u>Generally</u>	34
Section 14.02 <u>Creation of the CDD</u>	35
Section 14.03 <u>CDD Assessments</u>	35
Section 14.04 <u>Common Property and Facilities Part of CDD</u>	35
Section 14.05 <u>Facilities Owned by CDD</u>	36
Section 14.06 <u>Declarant Easement</u>	36
Article 15 - GENERAL PROVISIONS	36
Section 15.01 <u>Amendments by Members</u>	36
Section 15.02 <u>Amendments by Declarant</u>	36
Section 15.03 <u>Declarant's Rights</u>	37
Section 15.04 <u>Severability</u>	37
Section 15.05 <u>FHA/VA Approval</u>	37
Section 15.06 <u>Communication</u>	37
Section 15.07 <u>Conflicts</u>	37
Section 15.08 <u>Assignment of Rights and Duties</u>	37
Section 15.09 <u>Special Exceptions and Variations</u>	38
Section 15.10 <u>Municipal Service Taxing Units</u>	38
Section 15.11 <u>Enforcement</u>	38
Section 15.12 <u>Severability</u>	38
Section 15.13 <u>Interpretation</u>	38
Section 15.14 <u>Authorized Action</u>	39
Section 15.15 <u>Termination of Declaration: Disposition of Common Property</u>	39
Section 15.16 <u>Execution of Documents</u>	39
Section 15.17 <u>Declarant's Consent or Approval</u>	39
Section 15.18 <u>Prohibited Actions</u>	39
Section 15.19 <u>Singular, Plural and Gender</u>	39
Section 15.20 <u>Construction</u>	40
Section 15.21 <u>Laws of Florida</u>	40
Section 15.22 <u>Waivers, Exceptions and Variances by Declarant and Association</u>	40

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
HARMONY WEST**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HARMONY WEST ("Declaration") is made as of the 2nd day of November, 2018, by **HARMONY FLORIDA LLC**, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 ("**Declarant**").

WITNESSETH:

WHEREAS, the Declarant, on the date hereof, owns all of the real property located in Osceola County, Florida, described in Exhibit "A" attached hereto and described herein as the "**Property**," subject to those dedications set forth on the Plat (as hereinafter defined) and other matters of record; and

WHEREAS, the Declarant intends to develop the Property as the Harmony West community (the "Neighborhood") of single-family homes with recreational facilities and/or other amenities, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, the Declarant desires to subject the Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, easements, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The covenants, conditions, easements, restrictions, reservations, liens and charges set forth herein shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Property.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions. The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Additional Property" shall mean and refer to any real property, other than the real property described in Exhibit "A" attached hereto, which is made subject to the provisions of this Declaration and added to the Property, as provided in Section 2.02 below.

B. "Architectural Review Board" and/or "ARB" shall mean the committee established and described in Article 7 hereof.

C. "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time. A copy of the current Articles of Incorporation of the Association is attached as

Exhibit "B" hereto. Such Articles can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

D. "Association" shall mean and refer to the Harmony West Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

E. "Board" shall mean the Board of Directors of the Association.

F. "Builder" shall mean and refer to a builder, contractor or other person who purchases one (1) or more Lots from the Declarant or a Builder to construct improvements thereon for resale. There may be more than one Builder in the Neighborhood.

G. "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time. Copies of the current Bylaws of the Association are attached as Exhibit "C" hereto. Such Bylaws can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

H. "CDD" means the Harmony West Community Development District, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.

I. "Common Expenses" shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Common Property, easement areas and any and all other similar property for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to Common Property, or otherwise, and (iii) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

J. "Common Property" and/or "Common Area" shall mean and refer to those tracts of land, including open space tracts, together with any and all improvements from time to time located thereon, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as "Common Property" or "Common Area," or tracts of land which are a part of the Property and which are identified as "Common Property" or "Common Area" for the benefit of the Property, or are identified as property to be conveyed to the Association, on a final plat recorded by Declarant in the Public Records in which the Property is located. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" by the Board, and shall also include easement rights which may be specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. Common Property may be dedicated or conveyed to the Association by the Plat, by a subsequent instrument executed and recorded by the Declarant or the Association, or a subsequent agreement with the county or municipal government having jurisdiction over the Property. The Common Property shall initially include Tracts S-1 and SW-1, as depicted on the Plat. Any such Common Property may be dedicated and conveyed by Declarant to the Association subject to such reserved rights of Declarant (including lease, occupancy, maintenance and other rights as may be reserved by Declarant in its reasonable discretion), to the extent permitted by applicable governmental authorities.

K. "Conservation Tracts" shall mean any area designated from time to time by Declarant to be set aside for conservation purposes by any supplemental declaration or other document recorded in the Public Records. The Conservation Tracts are a part of the Common Property.

L. "Declarant" shall mean HARMONY FLORIDA LAND LLC, a Delaware limited liability company. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession and/or assignment, or unless such rights pass by operation of law. A Builder shall not be considered a Declarant, unless designated as such in a written instrument.

M. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions for Harmony West.

N. "District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

O. "District Permit" shall mean and refer to the Environmental Resource Permit or Surface Water Management Permit issued with respect to the Property by the District as Permit No. 49-02568-P dated December 16, 2016, as modified from time to time with the approval of the District.

P. "Drainage/Retention Tract(s)" shall mean and refer to all of such areas, including easement areas, so designated by the Declarant or their successors and assigns on the Plat, such as the Drainage Easements, or in any drainage easements, dedications or restrictions made or imposed pursuant to applicable ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the District; provided, however, that any description on any Plat which refers to any area of land as a Drainage/Retention Tract shall only be construed as the then intention of the Declarant at the time of the recording of the Plat as to the proposed future use of such area of land, which intention shall not be binding upon Declarant but may be modified or changed by the Declarant in the exercise of their reasonable discretion, to the extent permitted by applicable governmental authorities.

Q. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Unit, which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

R. "Lot" shall mean any parcel of land shown on the Plat upon which a Residential Unit is constructed or upon which a Residential Unit may be constructed, whether platted or intended to be platted in connection with the approved development plans for the Property, together with all improvements located thereon from time to time.

S. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping, irrigation and grounds care; maintenance of drainage swales; painting and structural upkeep of improved Common Property, recreational facilities, roads, walls, entry features and rights of way; and repair and all other such functions incidental to the services of the Association.

T. "Member" shall mean and refer to a member of the Association, consisting of any Owner of a Lot other than the Association itself.

U. "Neighborhood" shall mean the community known as Harmony West.

V. "Owner" shall mean and refer to the owner (whether it be the Declarant, Builder, one or more persons, firms or legal entities), as shown by the records of the Association, of fee simple title to any Lot, Residential Unit or other real property (other than the Common Property) located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

W. "Plat" shall mean and refer to the Plat of Harmony West Phase 1A, recorded or to be recorded in the Public Records of Osceola County, Florida, and any and all other recorded plats or replats of all or any portion of the Property, as the same may be changed, amended, replatted, supplemented and/or otherwise modified from time to time, in whole or in part. Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to make such modifications to any part of the Property owned by the Declarant as it deems necessary and/or desirable, including, but not limited to, changing the location, size, dimensions and number of Tracts within the initial Plat and/or any and all future Plats, to the extent permitted by applicable governmental authorities.

X. "Property" shall mean and include the real property described in Exhibit "A" attached hereto, and such additions thereto as are made by virtue of Section 2.02 hereof.

Y. "Public Records" shall mean the Public Records of Osceola County, Florida.

Z. "Residential Unit" shall mean and refer to any platted and developed single family dwelling home, or other improved property intended for use as a residential dwelling, for which a certificate of occupancy has been issued by the appropriate governmental authorities.

AA. "Surface Water Management System" and/or "Stormwater Management System" means a system located on the Property which is designed, constructed and implemented pursuant to the District Permit to control discharges from the Property which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C., and includes, without limitation, Drainage Areas.

BB. "Tract" shall mean any portion of the Property established as a Tract on any Plat.

ARTICLE 2 - PROPERTY SUBJECT TO DECLARATION

Section 2.01 Property. The real property initially subject to this Declaration is the Property described in Exhibit "A".

Section 2.02 Additional Property.

A. Declarant, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Declaration and to be a part of the Property, but under no circumstance shall Declarant be required to make such additions, and no other real property shall in any way be affected by or become subject to this Declaration, or become a part of the Property, until such time, if ever, that such real property is added to the Property pursuant to the terms of this Article 2 .

B. Any additions to the Property authorized under this Declaration shall be made by the filing in the Public Records, from time to time, of an amendment to this Declaration or a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions, executed by Declarant, which shall extend the covenants, conditions and restrictions contained herein to such property (a "Supplemental Declaration"). Such amendment or Supplemental Declaration may contain such amendments or additional provisions as Declarant deems necessary and as are not materially inconsistent with the purposes of this Declaration. Declarant shall not be required to obtain the approval or consent of the Association or any Owner or any person claiming by, through or under any Owner to add any property to the Property pursuant to this Section.

Section 2.03 **Deletions from Property.** Declarant may at any time delete any portion of the Property from encumbrance by this Declaration by executing and filing in the Public Records a Notice of Deletion from Declaration of Covenants, Conditions, Easements and Restrictions. In addition, in no event shall Declarant make any Prohibited Deletions, without first obtaining the written consent of the Owners of the portion of the Property being deleted. "Prohibited Deletions" shall consist of deletions of any portion of the Property owned or leased by an Owner other than Declarant other than to the extent any such portion of the Property is being deleted to correct a scrivener's error whereby the portion of the Property being deleted was not intended to be a part of the Property. Prohibited Deletions shall also include deletions of any portion of the Property which contain Common Property (unless such deletion is to correct a scrivener's error as described above), unless appropriate easements are granted or other arrangements are made which ensure that remaining portions of the Property which are served by the subject Common Property continue to receive substantially the same service (from the Common Property or their substantial equivalents) after the deletion of such Common Property occurs. No Owner, or any person claiming by, through or under any Owner, shall have any right to claim detrimental reliance upon this Declaration with regard to any portion of the Property deleted here from by Declarant pursuant to this Section.

Section 2.04 **Effect of Declaration.** Each Owner of a Lot, Residential Unit or any other portion of the Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of this Declaration and of the Association created herein, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

ARTICLE 3 - THE ASSOCIATION

Section 3.01 **Membership.** Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

Section 3.02 **Classes of Voting Membership.** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant and Builders and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants by the entirety or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of that individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such

common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be the Declarant, who shall be entitled to five (5) votes for each Lot and proposed Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article 9 hereof.

Section 3.03 **Notice and Quorum for Any Action Authorized Under This Declaration.** Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE 4 - FUNCTIONS OF THE ASSOCIATION

Section 4.01 **Services.** The Association shall have the powers provided herein and in the Articles and Bylaws from time to time, and such other powers as may be vested in the Association by law, and may provide (or may cause to be provided) the following services:

A. Maintenance, operation, management, repair, cleaning, replacement, control and insurance of all Common Property, private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private roads; provided, however, that nothing herein shall remove, alter or otherwise modify the obligation of the Owners to maintain sidewalks (if any), landscaping, landscape lighting and irrigation systems on and in front of their respective Lots to the extent required by Section 8.01R hereof. Accordingly, any maintenance by the Association of sidewalks (if any), landscaping, landscape lighting and/or irrigation systems on Lots within the Property shall be at the Association's sole and absolute discretion as set forth in Section 8.01R.

B. Adopting, publishing and enforcing such reasonable rules and regulations as the Board deems necessary.

C. In addition to the maintenance herein provided, as provided in Section 6.04 below, the Association may provide exterior or other maintenance upon any portion of the Property (including any Residential Unit) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because said property is being maintained in a sub-standard manner or otherwise violates any of the covenants and restrictions contained herein. Said maintenance and/or other corrective action necessary to bring the subject property into compliance with this Declaration shall include but not be limited to cleaning, painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks and other exterior improvements. As provided in Section 6.04, the cost of such maintenance or corrective actions (including any related charges permitted by Section 6.04) shall be assessed by the Association as an individual assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such individual assessment shall be a lien upon the subject property (including a Residential Unit), as the case may be, and an obligation of the

Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest, and other fees or costs of collection as provided for other assessments of the Association.

D. At the sole option and discretion of the Board, conducting recreation, sport, craft, social and cultural programs of interest to Owners, their families, tenants and guests and, in the Board's sole option and discretion, charging admission fees for the operation thereof.

E. Entering into agreements with service providers for the furnishing to all Residential Units and to all other appropriate locations on the Property of cable or similar services for television, radio, internet services (including Wi-Fi, wired/wireless broadband, voice-over IP, etc.) and other communication or data transmission services, security systems, fire alarm systems and other similar systems and amenities.

F. Constructing improvements on the Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Section).

G. At the sole option and discretion of the Board, employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Property.

H. In addition to maintenance herein provided, the Association may, in the discretion of its Board, assume the maintenance responsibilities of a Member. In such event, all costs of such maintenance shall be assessed only against the Member to which the services are provided. This assumption of maintenance responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of services provided is not consistent with the community-wide standard of the Property.

I. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day to day affairs of the Association and for carrying out the Association's maintenance obligations with respect to the Common Property. It is also contemplated that the Board may (but shall not be required to) enter into (i) a lease or other use agreement which will allow Owners to access amenities and other facilities located within or without the Property which are not part of the Common Area, (ii) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or (iii) such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

J. At the sole discretion of the Board, adopting, instituting and amending from time to time policies and procedures governing the collection of trash and garbage at the Property, and in that regard, if desired by the Board, providing for trash collection services to be afforded to Owners (whether all Owners or only the Owners of certain types of Residential Units) by any governmental or utility authority, and/or any private company(ies) providing trash collection services pursuant to a contract entered into by the Association for that purpose (a "Trash Service Provider") in lieu of requiring such Owners to independently dispose of trash and garbage at any common garbage disposal site(s) that may be located within the Property. In connection

therewith the Board, at its option and in its sole and absolute discretion, may require that the cost of such services be either (i) billed by the Trash Service Provider to and collected from the affected Owners directly, or (ii) billed by the Trash Service Provider to and paid by the Association, which shall be entitled to recover the pro rata cost from each affected Owner by virtue of the assessment mechanism provided by the Declaration. In the event the Board adopts any such policy or procedure, the Board may also impose requirements on affected Owners concerning the manner in which trash is contained, stored and collected, the timing for the removal of empty trash containers from the curb, and similar matters. In that regard, the Board may require (without limitation) that: (a) all household trash, garbage, and other waste at all times be kept in sanitary containers which are covered, locked or closed to prevent access by scavenging animals, (b) except during pickup (when required to be placed at the curb), all containers shall be kept within an enclosed garage or otherwise stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot, (c) no empty trash, garbage and other waste receptacles shall be allowed to remain at the curb or on the street beyond the end of the day of pickup, (d) any Owner's trash, garbage or waste which is spilled or which is removed from its container(s) by animals shall be promptly cleaned up by the Owner, and (e) such other requirements as the Board may deem necessary or appropriate. Any policies adopted by the Board pursuant to this subsection shall supersede any inconsistent provision of the Declaration, including but not limited to Section 9.01.D.

Section 4.02 **Mortgage and Pledge.** With the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the Board shall have the power and authority to mortgage Property owned by the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association to perform its functions.

Section 4.03 **Conveyance by Association.** Subject to the provisions hereof and applicable law, the Association shall be empowered to delegate or convey any of its functions or Common Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and, to the extent Declarant still owns any portion of the Property, by the Declarant, which approval may be withheld by the Declarant's reasonable discretion.

Section 4.04 **Security.** The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. In no event shall the Association and Declarant in any way be considered insurers or guarantors of security within the Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that any person employed or engaged by the Association shall provide security services or prevent unauthorized persons from entering upon the Property (unless specifically employed or engaged for those purposes). Each Owner therefore acknowledges, understands and agrees that the Declarant, the Builders, the Association, and their officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties.

ARTICLE 5 - EASEMENTS

Section 5.01 **Appurtenant Easements.** Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to all Owners and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such

easements of ingress, egress, use and enjoyment to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees.

Section 5.02 **Utility Easements.** Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to the CDD and any private company and/or to any public or private utility or governmental authority providing utility and other services to the Property upon, over, under and across all portions of the Property. Said easements shall be given for the purpose of maintaining, installing, repairing, altering, replacing and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, fiber optic cable lines and facilities, communications lines and facilities, electro-magnetic spectrum-based communications and data services and related facilities, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the various portions of the Property. All such easements shall be of a size, width, and location as Declarant deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5.03 **Declarant Easements.** Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to such other persons as Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon. Declarant hereby further reserve to themselves, their successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any ponds, lakes, lines, hammocks, wildlife preserves or other areas, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development of the Property or any portion thereof; provided, however, that any such construction, location, installation, repair, replacement operation or development by Declarant shall not be permitted in, on, under or across Residential Units or pools, and Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television, communication and data transmission cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, Declarant shall have for itself, its successors and assigns, all easement rights reserved by Declarant as set forth on any Plat.

Section 5.04 **Wall and Landscape Easement.** Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement over, across and through any portion of the Property or any Additional Property hereafter platted which is encumbered by a Wall and/or Landscape Easement, for the purpose of construction and maintenance of a wall along the perimeter boundary of the Property and the maintenance of landscaping along the perimeter boundary of the Property. With respect to any wall and/or landscaping located within the Wall and Landscape Easement, the Association shall be responsible for the repair of any such wall, the maintenance of the landscaping located on the exterior side of any such wall, and the cleaning and painting of the exterior side of any such wall.

Section 5.05 **Service Easements.** Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, trash collection services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common

Property for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto.

Section 5.06 **Drainage Easements.** Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant hereby reserves for itself, its successors and assigns, reserves in favor of the CDD, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drain ways for surface water wherever within the Property and whenever such action may appear to the Declarant, the CDD or the Association, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with the District Permit, as such permit is amended or supplemented from time to time. These easements include the right to cut any trees, bushes or shrubbery, grading of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Residential Unit may alter any elevations and slopes except upon written consent of the Association. Notwithstanding anything herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Areas dedicated for water management purposes. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association and the CDD a perpetual non-exclusive easement over, under and upon that portion of the Property which may be utilized for the Surface Water Management System, to make use of such Surface Water Management System for the surface water drainage, retention and detention necessary to develop the Property as Declarant deems to be appropriate.

Section 5.07 **Conservation Tracts.** Declarant reserves the right to grant conservation easements over Conservation Tracts to qualified grantees over and across Common Property or the Surface Water Management System located on the Property from time to time. The Conservation Tracts are subject to that certain Deed of Conservation Easement executed by Declarant in favor of the District, recorded or to be recorded in the Public Records of Osceola County (the "Conservation Easement"), pursuant to Section 704.06, Florida Statutes, for the purpose of maintaining the Conservation Tracts in their existing natural condition and to retain such areas as suitable habitat for fish, plants or wildlife. In furtherance of this Conservation Tracts, all the following uses in the Conservation Tracts are hereby prohibited without the prior written approval of the Declarant (so long as it owns any portion of the Property), the Association and the District:

- A. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- B. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;
- C. Removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;
- D. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
- E. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

G. Acts or uses detrimental to such aforementioned retention of land or water areas;

H. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

The Owner from time to time of title to the Property shall have all of the rights of an Owner not inconsistent with the foregoing restrictions, including the right to engage in uses of the Property that are not prohibited in the Conservation Easement and that are not inconsistent with any District rule, criteria, any permit granted by the District, and the intent and purposes of the Conservation Easement. Passive recreational uses that are not contrary to the purpose of the Conservation Easement which are more particularly set forth therein, may be permitted upon written approval by the District.

The District, its successors or assigns, and the CDD, shall have the right to enter upon the Conservation Tracts at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions. The Association shall be responsible for the periodic removal of trash and other debris which may accumulate in such Conservation Tracts.

The prohibitions and restrictions upon the Conservation Tracts as set forth in this section may be enforced by the District or its successor agency by proceeding at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Section 5.07 may not be amended without prior approval from the District, its successors or assigns. The District also has the right to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of activities and features of the Conservation Tracts that may be damaged by any activity inconsistent with the Conservation Easement.

Section 5.08 Right of Entry. The Association and the CDD shall have the right, but not the obligation, to enter onto any part of the Property for emergency, security and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firefighters, paramedics, ambulance personnel, emergency medical technicians, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association or CDD to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard, or otherwise violates the covenants and restrictions contained herein, in the event an Owner fails or refuses to cure the condition upon request by the Board or CDD.

Section 5.09 Easements of Encroachment. Reciprocal appurtenant easements of encroachment are hereby reserved, created and granted as between each Common Property, Lot, Tract and such portion or portions of the Common Property, Lots, and/or Tracts adjacent thereto due to the unintentional placement or settling or shifting of the improvements from time to time constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, its successors and/or assigns, a tenant, or the Association. Encroachments of improvements into the Common Property by more than three (3) feet shall be allowed if such encroachments do not unreasonably interfere with the use of the Common Property and facilities located thereon, and are approved by the Declarant or the Board.

Section 5.10 **Natural Gas Easements.** Declarant (or its successor or assigns) shall have the right, but not the obligation, to install a natural gas system to serve the Property. In connection with the installation, maintenance and operation of such system, if applicable, Declarant reserves access, installation and service easements over, across and under the Common Property and such other portions of the Property (including Lots) as is necessary to provide such natural gas service to all Owners; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Residential Units.

Section 5.11 **Easements to Association and CDD.** Declarant hereby grants the Association and the CDD such perpetual, nonexclusive rights and easements of temporary access and temporary encroachment (at a reasonable time and in a reasonable manner) over, under, on, upon, through and across the Property, including without limitation, the Common Areas, as is reasonably necessary for the Association and/or CDD to exercise the rights granted to, and perform the duties and obligations imposed upon the Association and/or the CDD by the Declaration, including, without limitation: (i) a perpetual, nonexclusive easement for drainage over the Surface Water Management System; (ii) a perpetual, nonexclusive easement of access to the Surface Water Management System (and portions of the Property adjacent thereto) to operate, manage, maintain, repair and/or replace any portion of the Surface Water Management System and/or comply with the District Permit; and (iii) a perpetual, nonexclusive easement of access to perform on the Association's or the CDD's behalf any maintenance, operation, management, repair, replacement and/or reconstruction of the Surface Water Management System that has been delegated to the Association or the CDD pursuant to terms of this Declaration.

Section 5.12 **Easement for Maintenance Purposes.** The Declarant hereby reserves for itself, the Association, the CDD and their respective agents, employees, and contractors, an easement for access in, on, over, under and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, or other portions of the Property to be maintained by the Association or the CDD. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property.

Section 5.13 **Extent of Easements.** The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

A. The right of the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Stormwater Management System, Common Property, and any improvements from time to time located or to be located thereon, and providing services authorized herein and, in aid thereof, to mortgage said Property; but only with the approval of the Board, the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which approval may be withheld in the Board's, or the Declarant's sole discretion, as the case may be.

B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner, subject to the provisions of Florida Statutes, Section 720.305(3) as the same may be amended from time to time, for any period during which any assessment remains unpaid, not to exceed the time period specified in Section 8.02 of this Declaration, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such

gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the Board and the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which authorization may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.14 **Discharge into Water Bodies.** So long as Declarant owns any portion of the Property, nothing other than stormwater and irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property without Declarant's prior written consent, which consent may be withheld by the Declarant's reasonable discretion. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Architectural Review Board as herein below established in Article 7 of this Declaration. Irrigation water may not be withdrawn from any body of water within the Property or from the ground by any party other than the Declarant or the Association without the consent of the Board or the Declarant (so long as the Declarant owns any portion of the Property), which consent may be withheld in the Board's or the Declarant's reasonable discretion, as the case may be.

Section 5.15 **Access.** If ingress or egress to and from any parcel within the Property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of such parcel.

Section 5.16 **Lake and Pond Maintenance and Use.**

The right to pump or otherwise remove any water from the lakes and/or ponds now existing or which may hereafter be constructed either within the Neighborhood or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes and/or ponds is prohibited. The Declarant and/or the Association shall have the right to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and ponds, in accordance with applicable local, county, state and federal regulations. Such lakes and ponds shall be part of the Common Area and shall be owned and maintained by the Association. Any Common Area embankments shall be maintained by the Association so that grass, plantings or other lateral support shall prevent erosion or the embankment to the lake or pond. The height, grade and contour of such embankments shall not be changed without the prior written consent of the Association or the ARB. Owners shall not interfere with, disturb or remove any plantings installed by the Declarant on such embankments.

ARTICLE 6 - ASSESSMENTS

Section 6.01 **Creation of the Lien; Personal Obligations of Assessments.** The Declarant covenants, and each Owner of a Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all annual and special assessments, and any and all other assessments to be established and collected as herein provided (including but not limited to assessments payable to the Association). As Vacant Lots (as defined hereinbelow) and Spec Lots (as defined hereinbelow) are not improved or may not receive certain services, Declarant and any other record title owner of a Vacant Lot or a Spec Lot (including Builders) shall not be assessed uniformly with record title owners of Lots containing completed Residential Units which are not Spec Lots. The Declarant guarantees the Deficiency (as defined below) until the earlier to occur of either (a) December 31 of the year in which this Declaration is recorded; or (b) Turnover, provided, however, that the guaranty period shall be automatically renewed for successive periods of one (1) year each (however, in no case shall a guaranty period extend past the Turnover), unless Declarant provides notice of Declarant's decision to discontinue Declarant's guaranty of the Deficiency to the Association prior to the expiration of the prior guaranty period (for example, by including such a notation in the

Association's budget). The guaranty amounts do not include any initiation fees, which shall be payable as provided elsewhere in this Declaration. Notwithstanding any provision of this Declaration to the contrary, during the guaranty period(s), Declarant shall be excused from payment of assessments for Lots and/or proposed Lots that they own, and instead, Declarant shall pay that portion of the Common Expenses actually incurred which exceeds the amounts assessed against other Owners and other Association revenues (the "Deficiency"). The Declarant's obligation to pay the Deficiency shall not include any obligation to pay initiation fees. If the guaranteed annual assessments amount set forth above does not initially include the cost of "communications services," as defined in Section 202.11, Florida Statutes, information services, internet services or electronic monitoring services obtained pursuant to bulk contract(s), and the Association subsequently enters into one (1) or more of such bulk contract(s), then the guaranteed assessments for each Lot shall increase to reflect any of such additional costs. Following the expiration of Declarant's guaranty, the Declarant shall pay assessments applicable to its respective ownership in the Lots or proposed Lots, as described herein. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or other authorized representative of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.02 **Annual Assessments.** The Association shall levy against the Lots, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used for the improvement, maintenance, enhancement, replacement and operation of the Common Property and to perform all obligations and services which the Association is authorized or required to provide including, but not limited to, the cost of road, lake and surface water maintenance, security, street lighting, signage, the payment of taxes and insurance premiums, construction, repair or replacement of improvements to Common Property, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, the payment to any service provider for the cost of cable television, radio, internet access or other communication or data transmission service which is uniformly provided to all Lots, without separate charge to the recipient, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may, but shall not be obligated to (unless required by law), establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, and (d) such other items as the Board may deem appropriate.

Section 6.03 **Special Assessments.** In addition to the annual assessments authorized by Section 6.02 hereof, the Association may levy against Lots, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property or easements, including the necessary fixtures and personal property related thereto, or for other purposes as determined by the Board. Except for Vacant Lots and Spec Lots, which shall be exempt from same, each Lot shall be responsible for an equal pro rata share of the special assessment.

Section 6.04 **Individual Assessments.** In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make,

levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot assessment for:

A. costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

B. costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

C. costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot; and

D. reasonable overhead expenses of the Association associated with any individual lot assessment established, made, levied, imposed, collected and enforced pursuant to this Section 6.04, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual assessment specified in this Section 6.04.

Section 6.05 Annual Assessment Budget. Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves, if applicable) of the Association for the upcoming fiscal year. Each Lot, with the exception (i) of the exempt property described in Section 6.11 below and (ii) Vacant Lots and Spec Lots as provided below, shall be responsible for an equal pro rata share of the annual assessment. Notwithstanding any provision of this Declaration to the contrary, any Lot that does not have a Residential Unit constructed thereon as evidenced by a certificate of occupancy (a "Vacant Lot") and any Lot that has a Residential Unit constructed thereon but is owned by the Declarant or a Builder (a "Spec Lot") shall be assessed at thirty percent (30%) of the assessment assessed to Lots with Residential Units constructed thereon and owned by Owners other than Declarant or a Builder. The Vacant Lot assessment and the Spec Lot assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in determining each Owner's pro rata share of the assessment budget. At such time as Lot with a Residential Unit is conveyed by the Declarant or a Builder to an Owner, then the Vacant Lot or Spec Lot, as applicable, shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of all applicable assessments. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. A copy of the budget, along with written notice of each Residential Unit's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due, but a failure to do so shall not in any event excuse an Owner's obligation to pay such assessment.

Section 6.06 Date of Commencement of Annual Assessments; Due Dates. Each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Residential Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all assessments, except for (i) any Lots owned by Declarant during the time period Declarant has guaranteed payment of the Deficiency and (ii) Vacant Lots and Spec Lots, which shall be subject to assessments as provided in Section 6.05 hereinabove. The annual assessments provided for herein shall be due and payable in advance in equal quarterly installments on the first day of each calendar quarter, or such other period as may be approved by the Association. If, as to a particular Lot, any annual assessments are to commence at the time of the closing of the conveyance of such Lot, then (i) the pro-rata portion of the quarterly (or other periodic) installment of the annual

assessment shall be collected from the buyer of such Lot and shall be remitted to the Association or (ii) the monthly installment of the annual assessment shall be collected from the Builder, as the owner of such Lot and shall be remitted to the Association.

Section 6.07 **Initiation Fee.** At the closing of the sale of each Lot with a Residential Unit from the Declarant or any Builder to a third party, the purchaser thereof shall pay an initiation fee to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as to pay operating or any other expenses of the Association. The initiation fee as of the sale of the first Lot shall be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), which amount may thereafter be increased, but not decreased, by the Association from time to time, and shall apply uniformly to all Lots.

Section 6.08 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the annual assessment shall be in an amount as set forth in the Association budget. The foregoing annual assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Association.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually, or (b) upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided.

The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6.09 **Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association.** If assessments are not paid on the dates due (being the dates specified in this Article 6 then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot and the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments among the public records of the county in which the Property is located, and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein, the cost of preparing and recording any such notice of lien (including, but not limited to reasonable attorneys' fees), all additional costs of enforcement (including, but not limited to reasonable attorneys' fees), all interest and late fees from time to time assessed on such delinquencies and all unpaid assessments thereafter until satisfied of record.

If any assessment is not paid within fifteen (15) days after the date such assessment is due, the Association may impose a late charge of not more than fifty and No/100 Dollars (\$50.00). Any delinquent assessment shall bear interest from the date when due at the highest lawful rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs and reasonable attorneys' fees incurred in connection therewith at all pre-trial, trial, appellate and post-judgment levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 6.10 **Subordination of the Lien to Mortgages; Mortgagees' Rights.** The lien of assessments provided for herein is subordinate to the lien of any first mortgage given to an Institutional Lender now or hereafter placed upon a Lot or Residential Unit; provided, however, that (i) such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and (ii) such subordination shall not relieve the Institutional Lender from its obligation to pay any assessments to the extent required by Florida Statutes Section 720.3085(2)(c), as amended from time to time. Such sale or transfer shall not relieve such Lot or Residential Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender that holds a first mortgage upon any Lot, upon request, shall be entitled to written notification from the Association of any default of the Owner of such Lot of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from said Institutional Lender.

Section 6.11 **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property; (b) all property dedicated for recreational use pursuant to this Declaration (if any); (c) property which is used in the Surface Water Management System (excluding, however, any Lots); (d) Lots or Residential Units owned by Declarant for so long as Declarant is excused from the payment of assessments pursuant to the provisions of Section 6.03 above. Prior to Turnover, in no event shall Declarant or any Builder be subject to assessments for reserves or special assessments, nor shall Declarant have any obligation to deficit fund reserves.

Section 6.12 **Collection of Assessments.** Assessments allocated to any Lot shall be billed and collected by the Association. Such billings may be accomplished using annual coupon books containing payment coupons to be remitted to the Association on a periodic basis with the Owner's payments. Each Owner shall be liable for the payment of all assessments levied against such Owner by the Association, together with its costs of collection and reasonable attorney's fees.

Section 6.13 **Multi-Media Services.** Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television, internet service, high speed access, satellite dish providers or other services ("Multi-Media Services") for the provision of Multi-Media Services to the Neighborhood and all Lots included therein. If such agreement is established, the fees for the Multi-Media Services payable to the multi-media service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of these Common Expenses by election not to utilize any one or all of the Multi-Media Services. If Declarant executes any such agreement for Multi-Media Services, Declarant shall be entitled to retain for its sole benefit any marketing fees, door fees, or other consideration payable by the provider to Declarant and neither the Lot Owner nor the Association shall have any claim to such payments.

ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE MULTI-MEDIA SERVICES SERVING THE NEIGHBORHOOD FOR A TERM WHICH EXTENDS BEYOND THE TURNOVER DATE AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH LOT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH LOT ELECT TO RECEIVE THE MULTI-MEDIA SERVICES.

ARTICLE 7 ARCHITECTURAL CONTROL

Section 7.01 **Architectural Review Board.** No building, fence, wall or any other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or

repair therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Board of the Association, pursuant to and to the extent required by the Declaration.

Section 7.02 **Establishment of Architectural Review Board.** There is hereby established an Architectural Review Board, or ARB. Notwithstanding anything herein to the contrary, in no event shall the terms of this Section in any way apply to the Declarant or any Builder.

Section 7.03 **Duties and Functions of ARB.** The duties, powers and responsibilities of the ARB shall be as follows:

A. The ARB shall consist of three (3) or more persons designated by Declarant. At such time as Declarant no longer owns any real property within the Property (or earlier at Declarant's option), Declarant shall assign to the Association the rights, powers, duties and obligations of the ARB, whereupon the Board shall appoint the members of the ARB and shall provide for the terms of the members of the ARB. A majority of the ARB may take any action of the ARB and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be designated as provided in this Section.

B. The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Residential Unit or subdivision, tract, or parcel of land within the Property, provided, however, that the ARB shall not have the right of approval or veto for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Residential Unit, Lot or Tract within the Property by or on behalf of Declarant or any Builder. The ARB shall ensure compliance of any and all improvements or developments with the "Design Guidelines" and "Community Standard" (as those terms are defined in the Declaration) and the Declaration.

C. No landscaping shall be installed or removed, nor shall any building, wall, walk, dock, pool, enclosure or addition to a house or other structure be constructed, erected, removed or maintained, nor shall any addition to nor any change or alteration therein be made, until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing, by the ARB. In approving or disapproving plans, the ARB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARB shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

D. There is specifically reserved unto the ARB, the right of entry and inspection upon any Residential Unit for the purpose of determination by the ARB as to whether there exists any construction of any improvement which violates the terms of any approval by the ARB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

E. Each of the Declarant and the ARB has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant or ARB's sole discretion and a prior grant of a similar waiver shall not impose upon the Declarant or ARB the duty to grant new or additional requests for such waivers.

F. The Association, Declarant, ARB or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of

mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Section. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or ARB or any officer, employee, director, shareholder, partner or member thereof.

G. If the ARB approves any improvement or other item pursuant to this Section 7 (the "Approved Improvement"), the Owner may also be required by the County to obtain a permit and comply with applicable code provisions in connection with such Approved Improvement.

ARTICLE 8 - ENFORCEMENT OF RULES AND REGULATIONS

Section 8.01 Compliance by Owners; Initial Rules and Regulations. Every Owner and other occupant of a Lot or Residential Unit shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. The Association shall be and is responsible and obligated to perform the duties and to enforce the terms, conditions, covenants, restrictions, easements and provisions in this Declaration. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant and all Builders shall be exempt from any ARB consent or approval required pursuant to this Section or anywhere else in this Declaration. The following are the initial rules and regulations of the Association which may be amended, modified or added to from time to time as provided in the Bylaws.

A. Residential Units. Except as otherwise provided herein or approved by Declarant, all Residential Units constructed on the Property shall be used for residential purposes only. The use of any Residential Unit for occupancy by owners, renters, or guests is acknowledged to be and shall be deemed a residential purpose and the same shall be a permitted use. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Residential Units may not be used as models nor as real estate sales offices without the prior written consent of Declarant so long as the Declarant owns any portion of the Property, provided, however, that Residential Units owned by Builders can be used for such purposes without Declarant's consent. Any violation of the foregoing rule against use of any Residential Unit as a model or real estate sales office, and continuance of such violation after written notice from Declarant to quit such use, shall constitute a violation of a restrictive covenant for the benefit of Declarant, which violation will result in damages of an amount which is impossible to ascertain with certainty, in consequence of which each person violating such restriction agrees by the acceptance of a deed, lease, or any right of occupancy in the Property that the Declarant shall be entitled to recover from any such violator liquidated damages in an amount equal to \$1,000.00 per day from and after the 10th day after written notice of such violation and demand to quit is delivered to the violator or posted on the Lot on which such violation shall occur. Such damages are payable to the Declarant and not the Association, and do not constitute fines but rather liquidated damages, so are not subject to the limitations contained in Section 720.305(2), Florida Statutes. The provisions of this Section requiring the consent of the Declarant, and consequences of a violation thereof shall not be amended or modified without the written consent of the Declarant. All Residential Units within the Neighborhood shall contain a minimum of one thousand five hundred (1,500) square feet of air-conditioned living area. No Residential Unit shall exceed thirty-five (35) feet in height.

B. Common Property. Common Property shall be improved, maintained, used and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all and their guests and invitees.

C. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to

remain on the Property (except in enclosed garages with the garage door to remain closed at all times; provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary construction and sales models and such other temporary facilities by Declarant or any Builder as are essential to the development, construction and sale of Residential Units, including, but not limited to, construction trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto).

D. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish or trash shall be kept, stored or allowed to accumulate on the Property except building materials during the course of construction of any approved structure. Household refuse, rubbish and trash shall be placed in sealed containers which may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than twelve (12) hours on said day. At all other times, such containers shall be stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot. All containers shall conform to such specifications as the Association may from time to time adopt.

Notwithstanding anything herein to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to retain a valet trash service whereby trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis ("Valet Trash Service"). The cost of such Valet Trash Service, if established, shall be assessed to each Lot in accordance with Section 6.02.

E. Burial of Pipe and Tanks. Without the prior written consent of the Declarant (so long as Declarant owns any portion of the Property) and the Association: (i) other than the installation of same in conjunction with the original construction of Residential Units and/or original construction of other original improvements to be constructed within the Property, no water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Property above or below the surface of the ground, except hoses and movable pipes used above-ground for irrigation purposes and (ii) no property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, phosphates, minerals, gravel or earth. Provided, however, that the Declarant may conduct such activities on any portion of the Property which it owns, and nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, Residential Units, or any other improvements contemplated and permitted by this Declaration or in connection with the initial grading and development of any portion of the Property.

F. Nuisance. Nothing shall be done on the Property which is illegal or which may be or may become an annoyance or nuisance, including, but not limited to, offensive odors and noises. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final.

G. Weeds and Underbrush: All Lots shall be landscaped with grass approved by the ARB, and shall have underground sprinkler systems providing one hundred percent (100%) coverage of grass and landscaping, with operating rain sensors. No grass, weeds, underbrush or other unsightly growths more than twelve (12) inches tall shall be permitted on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. In the event an Owner shall fail or refuse to comply with the foregoing, then the Association may enter upon said Lot and remediate the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fifteen (15) days prior written notice of such action. In such event, the rights of the Association set forth in Article 4 shall apply. Notwithstanding any provision herein to the contrary, prior to any Owner's removal or substantial pruning of any tree within a Lot or Common Area, such Owner may be required to obtain authorization from the County approving such removal or substantial pruning.

H. Vehicle Parking. The Board may from time to time promulgate rules which restrict, limit or prohibit the parking scheme for personal passenger vehicles, commercial vehicles, buses, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats (collectively, "Vehicles"). The parking of any Vehicle on any street within the Property is prohibited; provided, however, parking shall be permitted within driveways and on areas within the Property where parking spaces have been approved by applicable governmental authorities and identified by striping on the pavement or curb. All commercial vehicles, recreational vehicles, trailers, self-propelled motorhomes, motorcycles and boats shall be parked in enclosed garages at all times. All such rules, if and when promulgated by the Board, shall have the same force and effect as if promulgated and initially made a part of this Declaration. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Property except in an enclosed garage with the garage door remaining closed except when open as needed to permit ventilation and ingress/egress. No vehicles longer than twenty-one feet (21') or taller than eight feet (8') shall be permitted to be parked anywhere on the Property. Vehicles of Declarant, any Builder, any contractor, subcontractor, supplier, consultant or invitee of Declarant or any Builder and any employees of the foregoing parties shall be exempt from the foregoing parking restrictions.

I. Clothes Drying Area. No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened from view from adjacent property or streets.

J. Antennas, Aerials. There shall be no exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals (collectively, the "Equipment") erected or maintained on the Property without the prior written approval of the ARB, except as otherwise allowed by law, and except that an antenna system or systems may be constructed and maintained by the Association or its designee. In no event shall the Equipment be visible from any street.

K. Drainage. No changes in elevations of any portion of the Property shall be made which will cause undue hardship to adjoining real property within the Property.

L. Underground Wires. Other than for the installation of lines or wires for communication or data transmission or the transmission of electrical current in conjunction with the original construction of Residential Units and/or the original construction of other original improvements to be constructed within the Property, no lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on any Lot unless the same shall be underground and specifically permitted in writing by the ARB.

M. Animals. Except for dogs, cats and small mammals which may be kept and maintained on the Property, no reptiles, livestock, poultry, or animals of any kind, nature or description shall be kept, raised or maintained on the Property, other than those allowed pursuant to this subsection. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. Dogs, cats and aquarium kept fish, raised or maintained on any Lot or within any Residential Unit, may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than two (2) dogs and/or cats kept, raised or maintained on any Lot and/or within any Residential Unit shall prima facie be considered unreasonable. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances, which, in the sole judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. All dogs must be on leashes when they are not in a Residential Unit. In addition, any person walking a pet within the Property shall not allow any such pet

to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet.

N. Business. Except as expressly contemplated in this Declaration or the Plat, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on or upon any Lot or within any Residential Unit. At such time as the Declarant no longer owns any portion of the Property, such approval shall be granted or withheld by the Association in the sole and absolute discretion of the Board. The use of any Residential Unit(s) for occupancy by owners, renters, or guests shall not be deemed to involve manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever and the same shall be a permitted use.

O. Leases. Prior to leasing a Residential Unit, the Owner thereof shall notify the Association in writing that the Owner intends to lease the Residential Unit and shall provide the Association with a copy of the lease prior to execution. If an Owner intending to lease or rent his Residential Unit is delinquent in the payment of any Assessments, the Association shall be entitled to refuse to allow the Owner to rent or lease his Residential Unit until such delinquency is made current. Upon execution of such a lease, the Owner shall provide the Association with an executed copy of the lease. The Association shall have the right to require upon notice to all Owners that a substantially uniform form of lease or sub-lease be used by all Owners (including Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense. No lease shall be for a period of less than seven (7) consecutive months in duration, and no more than two (2) leases shall be permitted in any twelve (12) month period. Declarant and Builders shall be exempt from the provisions of this Section, and this Section shall not be amended without the express prior written consent of Declarant for so long as Declarant owns any portion of the Property. In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Residential Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Residential Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Residential Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Residential Unit according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Residential Unit, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Residential Unit. In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Residential Unit of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act. ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

P. Division of Lands; Prohibition Against Timesharing. No Lot shall be subdivided or its boundary lines changed except (i) by Declarant as to the Lots owned by Declarant, (ii) by any Builder as to Lots

owned by such Builder and with Declarant's consent (which shall not be unreasonably withheld) and (iii) otherwise except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots. Declarant hereby expressly reserves the right to replat any Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program (except for hotel lodging purposes by Declarant) whereby the right to exclusive use of the Residential Unit or other Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

Q. Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales (if any) shall be maintained and kept in a neat and clean condition, free of refuse and debris.

R. Maintenance of Certain Improvements on or adjoining Lots. At the election of the Association, all sidewalks (if any), irrigation systems, landscaping and landscape lighting located on Lots (including, but not limited to, those portions located on any roadway Tracts adjoining Lots in the area between the Lot line and the curb or edge of the paved roadway adjoining any Lot) shall be maintained and repaired by the respective Owners of the Lots. Maintenance of the sidewalk by the Owner shall consist of pressure-washing as needed to keep the same in a safe and reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully functional, operating at the times required by the ARB, in the manner in which it was installed, pursuant to plans approved by the ARB, with all power consumption paid by the Owner. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all water consumption paid by Owner. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Owner shall be responsible for the replanting, repair and/or replacement of such landscaping with similar sound, healthy plant materials, except as otherwise allowed by law. No trees may be planted by any Owner under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Owner shall repair or replace same as needed to maintain their full functionality, all at the Owner's sole cost and expense

Notwithstanding the foregoing, if the need for any maintenance or repair is caused solely by the activities of the Association or its agents, employees or contractors, then in such event the Association shall perform such maintenance or repair. Additionally, the Association shall be solely responsible for sidewalk repairs unless the need for such repairs is caused by the activities of the Owner or its agents, contractors, guests, licensees or invitees, in which event the Owner shall perform such repairs.

Notwithstanding anything in this Declaration to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to maintain one or more of the following improvements, to wit: sidewalks, landscape lighting, irrigation and/or landscaping on Lots or specified groups of Lots, including, but not limited to, mowing, edging, and fertilization of the grass, trees and shrubs on Lots. The Association shall further have the option of electing to maintain only certain types of plantings (such as, but not limited to, turf only) within landscaped areas, thereby requiring the Owners to maintain the remainder of the landscaped areas on their respective Lots. In the event the Association elects to maintain any of the foregoing improvements, the

Association shall do so in a reasonably prudent manner, and may either (i) assess the cost of such maintenance as an annual assessment against all Lot Owners if the maintenance is being performed with respect to all Lots, or (ii) assess the cost of such maintenance against the affected Lot Owners as individual assessments pursuant to Section 6.04 if the maintenance is being performed with respect to less than all Lots. At any time after its assumption of any maintenance of the foregoing improvements, the Association, in its sole and absolute discretion, may elect to terminate any such services, thereby reinstating immediately the obligation of the Owners to maintain the same; provided, however, that no such action shall be effective unless written notice of the termination of such services by the Association is sent to the affected Owners at least two (2) weeks in advance of any action taken.

If the Association has elected to maintain any of the foregoing improvements, the Association shall only be responsible for the replacement and/or repair of any of the improvements being maintained (including but not limited to dead or badly damaged landscaping) when such damage, as determined by the Association in its sole and absolute discretion, is the sole result of the Association's failure to properly maintain the same. In all other instances, including, without limitation, damage or destruction caused by the Owner, any of the Owner's agents, contractors, guests, invitees or licensees, any other third party not related to the Association, weather or natural causes, failure of parts, electric surges, expiration of useful life, or other events beyond anyone's control, the Owner shall be responsible for the repair or replacement of such improvements. If an Owner fails to perform repairs or replacements as provided herein, and the Association elects to do so, any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment as set forth in Section 6.04 hereof.

No Owner or any other party may change any grass or landscaping on any Lot or install any additional grass or landscaping on any Lot (except to replace dead or dying grass or landscaping) without ARB approval. The foregoing restriction shall not apply to Declarant or Builders, which may modify grass and landscaping on their Lots at any time without ARB approval. If an Owner seeks and obtains the approval of the ARB to install and maintain additional landscaping on such Owner's Lot, then the Owner obtaining such approval shall be required to maintain such additional landscaping on such Owner's Lot at such Owner's sole cost and expense.

S. Fences. No fences of any kind shall be permitted, except for fences installed by the Declarant or as may otherwise be approved in writing by the ARB.

T. Air Conditioners. No window or wall-mounted air conditioning units shall be permitted. All air conditioning units shall be screened from the street by fence or landscaping, as approved by the ARB.

U. Mailboxes. It is the requirement of the United States Postal Service to place all mailboxes in one location for access by all residents. The mailboxes shall be placed in a common area and will be accessible to all residents. It will be the obligation of the resident to arrange through the United State Postal Service access to the individual box delivery point.

V. Signage. No sign, billboard or advertising of any kind shall be displayed to public view on any part of the Property without the prior written approval of the ARB, and if approved by ARB such sign, billboard or advertising must comply with the County Land Development Code, as the same may be amended from time to time. Any such request submitted to the ARB shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twelve (12) inches in width and twelve (12) inches in height, to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front Lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of a Lot Owner or his agent. The sign shall have a blue background with white letters. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding

the foregoing provisions, the Declarant specifically reserves to itself and grants to each Builder and to the agents, employees, nominees and assigns of Declarant and each Builder the right, privilege and easement to construct, place and maintain upon the Property such signs as Declarant or such Builder deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property, and same shall not be subject to any of the foregoing restrictions. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Property shall be permitted.

(i) Security Sign Display. Any Lot Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the Home. The Association may promulgate Rules and Regulations in furtherance of this Section; provided, however, that no such rules or regulations will inhibit the rights of a Member pursuant to Section 720.304(6) of the Act.

(ii) Declarant and Builder Exemption: Amendment to Provisions Concerning Signs. Declarant and all Builders are each specifically exempt from the provisions of this Section 8.01(V), and as such shall each be entitled to erect such signs as it deems necessary or desirable in Declarant's or such Builder's sole discretion from time to time. No amendment or modification to this Section 8.01(V) pertaining to signs shall be effective without the prior written consent of Declarant and all Builders for so long as Declarant and any such Builders owns any portion of the Property.

W. Flags. Any Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4-1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

X. Lighting. No exterior lighting fixtures shall be installed on any Residential Unit without adequate and proper shielding of fixtures and without the approval of the ARB.

Y. Stormwater. No structure or landscaping that interferes with the stormwater drainage and retention system within the boundaries of the Property shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales (if any) or retention ponds, shall not be filled or otherwise changed, nor shall any improvements be installed therein, so as to alter or block the flow or the quantity of water. Owners of Lots which are subject to any drainage easement shall be required to maintain the surface of the easement area on the Lot (including but not limited to the mowing of turf therein) and keep the surface of the easement area free from obstructions, so as to facilitate the drainage of stormwater in accordance with the Surface Water Management System approved by applicable governmental authorities. If any Owner shall fail to comply with such requirements, the Association shall be entitled to cure such violation and levy an Individual Assessment against the Owner to recover the cost of such maintenance and the costs of collection thereof.

Z. Wells and Septic Tanks. No wells for any purpose shall be permitted on the Property. No individual sewage disposal system shall be permitted on any portion of the Neighborhood unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ARB and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the ARB and all applicable governmental authorities. Septic tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices of Declarant and Builders or as otherwise permitted by the ARB in conjunction with temporary use.

AA. Garages and Garage Doors. All detached single family Residential Units shall have an attached enclosed garage for a minimum of two (2) automobiles, and all garage doors of any Residential Unit shall remain closed at all times when not in use for entry and exit to and from the garage, or for ventilation while in the garage.

BB. Swimming Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. In-ground swimming pools may be constructed or installed subject to prior written approval by the ARB. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby" barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, and all such screening and barriers may be constructed or installed subject to previous approval by the ARB.

CC. Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the ARB in accordance with the ARB Guidelines. No hurricane or storm shutters shall be installed by an Owner unless the same are of a type and color approved by the ARB. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather. Any storm shutters shall be removed within ten (10) days following any severe weather event.

DD. Garage Sales. No Lot Owner shall be permitted to hold more than two (2) garage sales or other private sales of a similar nature within any twelve (12) month period, it being Declarant's intention to restrict and control such events from being a constant basis within the Neighborhood. A Lot Owner shall be required to provide the Board with prior written notice that a sale will be occurring, and such notice shall be delivered to the Association not less than five (5) business days prior to the date of such sale.

EE. Use of Common Areas. In order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Areas and Property, the Declarant and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Areas by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Areas shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Areas and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Areas for the installation, maintenance, repair or replacement from time to time of utilities or any other improvements or facilities (a "Service Provider") pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to this Declaration, a Plat of the Property or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of improvements which interfere with the use of the Common Areas and/or detract from the appearance of the Common Areas and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

(i) Require that the Service Provider submit a written request for authorization to utilize the Common Areas, in form and content (and accompanied by such additional documents and information) as are reasonably required by the Association or the Declarant to adequately review and process same;

(ii) Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing and approving such request;

practicable;

- (iii) Require that improvements be installed below ground to the maximum extent

- (iv) Approve the location of any improvements;

- (v) Approve the size and composition of any above-ground improvements;

- (vi) Approve the plans and specifications for all improvements;

- (vii) Supervise construction, installation, repair and other activities;

- (viii) Establish appropriate times for such activities to be conducted;

- (ix) Require screening or landscaping around above-ground improvements;

- (x) Minimize interference with other uses of the Common Areas and Property;

- (xi) Impose safety, security and traffic control requirements;

- (xii) Establish and enforce reasonable rules and regulations;

- (xiii) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider; and

- (xiv) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner or other person for failure to establish or enforce any such conditions.

FF. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation, or of any similar breach or violation thereof at a later time or times.

GG. Waivers. Each of the Declarant (so long as it owns any portion of the Property) and the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant's or Association's sole discretion and a prior grant of a similar waiver shall not impose the duty to grant new or additional requests for such waivers.

Section 8.02 Enforcement. Failure of any Owner to comply with any restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, the imposition of one or more fines (which may become a lien against the Lot or Residential Unit, together with interest and costs of collection), or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review.

Subject to the provisions of Florida Statutes, Section 720.305(3), as the same may be amended from time to time, the Association shall have the right to suspend use of Common Property for any Owner violating these covenants and restrictions for a period of time which is the longer of ninety (90) days or the duration of a continuing violation. The Declarant the Association or any Owner shall have the right to enforce the provisions of this Declaration, as more particularly set forth herein.

ARTICLE 9 – TURNOVER.

The Members of the Association other than the Declarant shall be entitled to appoint a majority of the members of the Board no later three (3) months after ninety percent (90%) of the Lots in all phases of the Neighborhood that will ultimately be operated by the Association have been conveyed to Owners (excluding conveyances and/or transfers to Builders and/or Declarant), unless otherwise required by law (the effective date of such transition of control being referred to as “Turnover”). The Declarant shall be entitled (but not obligated) to appoint at least one member of the Board for so long as the Declarant holds any portion of the Property for sale in the ordinary course of business, unless otherwise required by law.

ARTICLE 10 - INSURANCE AND CASUALTY LOSSES

Section 10.01 Insurance. The Board shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. In addition to the foregoing, the Association shall be obligated to obtain directors’ and officers’ liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.01, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area and the Association for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) of coverage for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, Five Million Dollars (\$5,000,000.00) of umbrella liability coverage.

The insurance obtained by the Association shall provide for thirty (30) day written notice to the Association prior to cancellation or modification of any insurance referred to therein.

Premiums for all insurance obtained by the Association shall be Common Expenses of the Association and shall be included in the Annual assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party’s loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Section B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

C. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

E. The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, Declarant, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Residential Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation

and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 10.02 **Individual Insurance.** By virtue of taking title to any portion of the Property, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on such Owner's Residential Unit at full replacement value, with reasonable and customary deductibles and liability coverages as required by the Board. Upon request by the Association, an Owner shall, within 15 days of such request, provide the Association with a copy of a casualty insurance policy complying with the requirements of this Section. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his property, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any and all costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the standards of the Property.

Section 10.03 **Damage and Destruction.**

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this Section, means repairing or restoring the Property substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the members of the Board shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Property.

Section 10.04 **Disbursement of Proceeds.** If the damage or destruction to the Common Area for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may

appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of any portion of the Property and may be enforced by such mortgagee.

Section 10.05 **Repair and Reconstruction.** If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Residential Units on the same basis as provided for annual assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 11 - CONDEMNATION

Any conveyance of Common Area in lieu of and under threat of condemnation must be approved by (i) the Board acting on the authorization of at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which may become subject to this Declaration, and at least two-thirds (2/3) of the members of the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article 11 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 12 - DISTRICT REQUIREMENTS.

The provisions of this Article are included for purposes of complying with various requirements of the District. In the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. Furthermore, if so required by the District, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 12.01 **Surface Water Management System.** The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System, perform all maintenance responsibilities for any wetland areas and/or upland buffers located, meet all conditions of the District Permit, and successfully conduct all mitigation and/or monitoring responsibilities with respect to wetland areas and/or upland buffers located in, under, on, upon, through, and/or across the Property, at Association's sole cost and expense. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be permitted, or if modified, as approved in writing by the District. The Surface Water Management System, including any easements that may be components thereof, constitutes Common Area Property of the Association. The Association shall comply with the District Permit and all responsibilities

assumed thereunder, all at Association's sole cost and expense. No Owner shall utilize, in any way, any of the drainage improvements within the Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association, and the ARB.

Section 12.02 **Powers of the Association.** The Association shall have all the powers set forth in Sections 617 and 718 of the Florida Statutes.

Section 12.03 **Association Membership.** All Owners of Lots within the Property are Members of the Association.

Section 12.04 **Association Existence.** The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Surface Water Management System is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 12.05 **Maintenance and Ownership of the Surface Water Management System.**

A. The Surface Water Management System within the Property, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Property. The Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the system as part of the Annual Assessments. Assessments shall also be used for the maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

B. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the District Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

Section 12.06 **Amendments.** Any amendment proposed to these documents which would affect the Surface Water Management System within the Property, Conservation Tracts or water management portions of the Common Areas beyond maintenance in its original condition, including water management portions of the Common Areas, must have the prior written approval of the District.

Section 12.07 **Duration.** All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter, unless a longer period is provided for elsewhere in this Declaration.

Section 12.08 **Water Management District Permit.** The District Permit and its conditions are attached hereto as **Exhibit "D"**. In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association to the extent that same are not maintained in the records of the Association.

Section 12.09 **Enforcement by the District.** The District shall have the right to enforce, but a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System, including the right to (i) a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System within the Property or in mitigation or Conservation Tracts under the responsibility or control of the Association, and (ii) at its option, if applicable, petition the Circuit Court as provided in Section 12.04 hereof.

Section 12.10 **Additional Property.** The Association or the Declarant have the power to accept into the Association additional properties that will utilize the same Surface Water Management System within the Property, as more particularly described in Article 2 hereof.

ARTICLE 13 –AMENITIES: BUCK LAKE

Section 13.01 **Conveyance of Amenities; Maintenance of Amenities.** To the extent that the Association conveys any Common Area to the CDD, with amenities and/or infrastructure located thereon, or with amenities and/or infrastructure as may be constructed in the future, including any recreational facilities, parks, roads, alleys, street lighting, sidewalks, easements, drainage systems, water and sewer systems, utilities and any other infrastructure, improvements and property, real and personal (collectively, the "Amenities"), the CDD shall be responsible for the operation, maintenance, repair and replacement of such Common Area, together with the Amenities, from and after the date of conveyance to the CDD.

Section 13.02 **Appurtenant Easement.** Declarant, and its successors and assigns, grant to all Owners, including the Owners of any platted Lot within proposed phases, and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement of ingress, egress, use and enjoyment of the Amenities, over such property where the Amenities are located, with such easement to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees, and in all events subject to such rules and regulations regarding use of the Amenities as may be promulgated by the Board.

Section 13.03 **Buck Lake.** At such time as the Developer (or its successor in title) enters into a Lake Access and Use License Agreement (the "License Agreement") with the Association and CDD pertaining to Buck Lake (which lake is located in Osceola County, Florida), it is intended that Owners and Members will have rights to use and enjoy Buck Lake for limited recreational purposes (with limited access and use rights), and to use and enjoy certain adjacent areas and facilities, pursuant to the terms of the License Agreement, and pursuant to the terms of applicable rules and regulations as may be enacted by the Developer, its successors or assigns, from time to time.

ARTICLE 14 - CDD

Section 14.01 Generally. The Property is within the Harmony West Community Development District (the "CDD"). In the event that any portion of the Property is owned by the CDD, such facilities shall not be part of the Common Property, but will be part of the infrastructure facilities owned by the CDD (the "Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF THE PROPERTY WILL BE DESIGNATED COMMON PROPERTY OR FACILITIES OF THE CDD. FINAL DETERMINATION OF WHICH PORTION OF THE PROPERTIES WILL BE COMMON PROPERTY MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

Section 14.02 Creation of the CDD. The CDD issued Special Assessment Bonds ("Bonds") to finance a portion of the cost of the Facilities. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD places Lots and non-residential development of the Property under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construction, reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, land acquisition, miscellaneous utilities for the community and other infrastructure projects, services necessitated by the development of, and serving lands within the Property (collectively, the "Public Infrastructure"). The estimated design, development, construction and acquisition costs of these facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "District Debt Service Assessments") levied on all benefiting properties in CDD which property have been found to be specially benefitted by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services ("District Maintenance Special Assessments").

Section 14.03 CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of the County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The initial amount of the District Debt Service Assessments per year per Unit and the total amount of District Maintenance Special Assessments are unknown at this time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Lot. Failure to pay such sums may result in loss of property. The CDD may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of roads, utilities and/or drainage system, as the CDD determines in its sole discretion.

Section 14.04 Common Property and Facilities Part of CDD. Portions of the Common Property may be conveyed to the CDD. Such Facilities will be part of the CDD and the CDD shall govern the use and

maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Property once conveyed to the CDD. ANY CONVEYANCE OF COMMON PROPERTY TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Property to either the CDD or the Association. If conveyed to the CDD, such Common Property shall become part of the CDD's Facilities. The CDD or Association may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

Section 14.05 Facilities Owned by CDD. The Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association. The Facilities may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

Section 14.06 Declarant Easement. The CDD Facilities are hereby encumbered with the perpetual right of Declarant to access and enter the CDD Facilities at any time, for the purposes of inspection and testing of the CDD Facilities. Notice is hereby provided to the CDD and each Owner that Declarant shall have unfettered access and an easement.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.01 Amendments by Members. Other than as set forth in this Section 15.01 below, and other than as otherwise specifically set forth in this Declaration, this Declaration may be amended at any duly noticed meeting of the Association provided that two-thirds (2/3) of each class of Members vote in favor of the proposed amendment. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment; the effective date of the amendment; the date of the meeting at which such amendment was adopted; the number of Members in attendance at the meeting; the number of Members voting in favor of the amendment; and the date that notice of such meeting was given to the Members. Such amendment shall be recorded in the Public Records. Notwithstanding anything in this Declaration to the contrary, as long as Declarant owns any interest in any portion of the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent, which consent may be granted or withheld in Declarant's sole and absolute discretion.

Section 15.02 Amendments by Declarant. In addition to any other amendment rights granted to Declarant elsewhere herein, prior to Turnover as described in Article 9 herein, Declarant may amend this Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally and (except as hereinafter expressly provided) without the consent of the Board, any Owner or other person claiming an interest in the Property by, through or under any Owner in the following situations:

- A. if such amendment is necessary to bring any provision of this Declaration into compliance with any applicable law;
- B. if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Property;

C. if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans to enable such party to make, purchase or guaranty mortgage loans encumbering any Property;

D. if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;

E. if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member or otherwise contravene Chapter 720, Florida Statutes.

Section 15.03 Declarant's and Builders' Rights. Prior to Turnover, Declarant reserves unto itself and declares and grants unto each Builder the following rights:

A. The right of Declarant to grant exceptions or variances from any of the use restrictions set forth herein without notice to or approval by other Owners or mortgagees.

B. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, Declarant and each Builder shall be entitled to use any unsold Lot as an aid in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property construction trailers, sales trailers and signs advertising the sale of Lots. Declarant and each Builder shall further have the right to transact on the Property any business to consummate the sale of Lots. All sales office and model furniture shall not be considered Association property but shall remain the property of Declarant and such Builders as applicable.

C. Declarant, for itself, its successors, assigns and the Association, hereby reserves a perpetual, non-exclusive easement, on, over, and under the Property, including all Lots and the Common Areas, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property.

Section 15.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 15.05 FHA/VA Approval. Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

Section 15.06 Communication. All communication from individual Lot Owners to Declarant, its successors or assigns, the Board or any officer of the Association shall be in writing in order to be deemed effective.

Section 15.07 Conflicts. In the event of a conflict between this Declaration and provisions of the Bylaws or the Articles, the terms of this Declaration shall control.

Section 15.08 **Assignment of Rights and Duties.** Any and all of the rights, powers and reservations of the Association and/or Declarant may be assigned to any person or entity which will assume the duties of the Association or Declarant, as the case may be, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

Section 15.09 **Special Exceptions and Variations.** Unless the written consent of the Association is first obtained, no Owner other than Declarant (which shall not be required to obtain the Association's consent) shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to any portion of the Property.

Section 15.10 **Municipal Service Taxing Units.** In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service taxing units, benefit units or similar taxing districts ("MSTUs"). The MSTUs will have such responsibilities as are defined in their enabling resolutions, which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU, and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSTU assessment and charges imposed upon the Owner's land in a timely manner, failing which such assessments and charges shall be a lien upon those lands, and the MSTU shall have the right to foreclose said lien pursuant to the MSTU's enabling resolution. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU.

Section 15.11 **Enforcement.** Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Member or Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association, Owner, Member, or the Declarant to enforce any covenant condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In connection with the said enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all pre-trial, trial, appellate levels and post judgment levels.

Section 15.12 **Severability.** Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.13 **Interpretation.** The Declarant shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions pertaining to the rights and

responsibilities of the Declarant arising in connection with this Declaration and to construe and interpret such provisions, and its good faith determination, construction or interpretation shall be final and binding. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all other questions arising in connection with this Declaration and to construe and interpret all other provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given the interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 15.14 **Authorized Action.** All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this Declaration provide otherwise.

Section 15.15 **Termination of Declaration; Disposition of Common Property.** The Members of the Association may terminate this Declaration upon the affirmative vote of all outstanding votes of each membership class at a meeting of the Members duly called for such purpose. Such termination, however, shall not be effective until all applicable portions of the Common Property owned by the Association, including Conservation Tracts, are transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 15.16 **Execution of Documents.** The development of the Property may require from time to time the execution of certain documents required by governmental authorities to facilitate the provisions thereof. To the extent that said documents require the joinder of Members or Owners, the Declarant, so long as it owns any portion of the Property, and thereafter the Association, by its duly authorized representative, as the agent or the attorney-in-fact for the Members and Owners, may execute, acknowledge and deliver such documents and the Members and Owners, by virtue of their acceptance of deeds to portions of the Property, irrevocably nominate, constitute and appoint the Declarant or the Association as the case may be, through its duly authorized representative, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 15.17 **Declarant's Consent or Approval.** Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property any action which is subject to Declarant's consent or approval shall no longer require such consent or approval.

Section 15.18 **Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 15.19 **Singular, Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

Section 15.20 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 15.21 **Laws of Florida.** The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida.

Section 15.22 **Waivers, Exceptions and Variances by Declarant and Association.** Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Declarant shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the restrictions and other provisions specified in this Declaration where, in the reasonably exercised good faith judgment and discretion of the Declarant, the Declarant shall determine or decide that such deviation, violation or infraction is de minimus, minor, or insignificant, and (b) grant waivers of, exceptions to, or variances from, the restrictions and other provisions specified in this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction or provision to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (i) the uniform plan of development for the Property, (ii) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (iii) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (y) the expiration of a period of twenty (20) years from the date of the recordation of this Declaration among the Public Records or (z) the sale by the Declarant or its successors or assigns in the ordinary course of business, and not in bulk, of all Lots which may be developed in the Property, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Declarant to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Declarant to and thereafter vest in the Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot. In addition, to the extent that any such waiver, exception or variance is granted, the Owner shall be responsible for complying with all applicable County code provisions in connection with such waiver, exception or variance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

**HARMONY FLORIDA LAND LLC, a Delaware
limited liability company**

Name: [Signature]
Print Name: Richard Jerman

By: [Signature]
Name: Richard Jerman
Title: Vice President

Name: Emily R. Turner
Print Name: Emily R. Turner

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 16 day of November, 2018, by Richard Jerman, as the Vice President of Harmony Florida Land LLC, a Delaware limited liability company, on behalf of the company. He [☒] is personally known to me or [] has produced a driver's license as identification.

(NOTARY SEAL)



Emily R. Turner
NOTARY SIGNATURE

Emily R. Turner
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: GG 265416
My Commission Expires: 11/05/2022

EXHIBIT "A"

PROPERTY DESCRIPTION

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"W, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.

EXHIBIT "B"

Articles of Incorporation of Association

ARTICLES OF INCORPORATION OF

THE VILLAGES AT HARMONY HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, a resident of the State of Florida, and of full age, this day executed these Articles of Incorporation ("Articles") for the purpose of forming a corporation not-for-profit, and does hereby certify:

ARTICLE 1.

NAME OF CORPORATION

The name of the corporation is THE VILLAGES AT HARMONY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter called the "Association").

ARTICLE 2.

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 1750 W. Broadway, Suite 111, Oviedo, Florida 32765.

ARTICLE 3.

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 and Richard Jerman is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits, including, but not limited to, the District, for the benefit of the Association.

ARTICLE 4.

DEFINITIONS

All terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Harmony Neighborhood J, as the same may be amended and supplemented from time to time ("Declaration"), unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 5.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, operation, preservation and architectural control of the Open Space, Common Property, Recreation Amenities, private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private roads, and to promote the health, safety and welfare of the residents of the Property for the following purposes:

FILED
10 FEB 1 2010
SECRETARY
ALLIANCE

A. Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded in the Public Records of Osceola County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means all charges or assessments against members of the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including, but not limited to the costs for maintenance and operation of the Surface Water Management System, costs for all licenses, taxes and governmental charges levied or imposed against the Property of the Association, if any;

C. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association, if any, in connection with the affairs of the Association;

D. Borrow money, and with the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the power and authority to mortgage the property of the Association, if any, and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions;

E. Pledge Association revenues as security for the performance of any obligation to any governmental agency or authority;

F. Dedicate, sell or transfer all or any part of the Common Property, if any, to any governmental unit, public utility, or private party approved by at least two-thirds (2/3) of the Board and (to the extent Declarant still owns any portion of the Property) Declarant;

G. Operate and maintain the Common Property in accordance with the Declaration;

H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise;

I. Have and exercise any and all powers, rights and privileges set forth under the Declaration and the Bylaws; and

J. Operate, maintain and manage the Surface Water Management System in a manner consistent with the District Permit, its requirements and applicable District rules, and shall assist in the enforcement of this Declaration which relate to the Surface Water Management System;

FILED
18 FEB 19 PM 2:55
SECRETARY
TALLAHASSEE COUNTY

ARTICLE 6.
MEMBERSHIP

Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

ARTICLE 7.
VOTING RIGHTS

Voting rights in the Association shall be as provided in the Declaration.

ARTICLE 8.
BOARD OF DIRECTORS

Section 1. **Number.** Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 2. **Term.** Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one Member may serve as a director.

Section 3. **Initial Directors.** The names and addresses of the person who are appointed by Declarant to act in the capacity of directors are:

John Kraynick	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Richard A. Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Nick Shoopman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765

ARTICLE 9.
DISSOLUTION

The Association may only be dissolved upon termination of the Declaration as set forth therein. Upon such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, including, but not limited to the Common Property, if any, shall be transferred to another not-for-profit corporation or appropriate public agency having similar purposes (the "Non SWMS Property") and the Surface Water Management System of the Neighborhood (the "SWMS Property") shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the District prior to such termination, dissolution or liquidation. If the local

FILED
18 FEB 19 PM 2:55
SECTION 1100
INITIALS

government agency declines to accept such SWMS Property, then the SWMS Property shall be dedicated to a similar non-profit corporation. If no other not-for-profit corporation or agency will accept such Non SWMS Property or SWMS Property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

ARTICLE 10.
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE 11.
INCORPORATOR

The name and address of the incorporator is as follows:

Richard Jorman

1750 W. Broadway, Suite 111, Oviedo, Florida 32765

ARTICLE 12.
AMENDMENTS

Prior to Turnover, amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the Board of Directors. Following Turnover, these Articles of Incorporation shall be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.


ARTICLE 13.
FHA/VA APPROVAL

Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration

FILED
18 FEB 19 PM 2:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

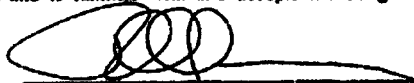
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 2nd day of FEBRUARY, 2018.


Richard Jerman

FILED
18 FEB 19 PM 2:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process on the The Villages at Harmony Homeowners' Association, Inc. within the State of Florida, at the place designated in ARTICLE 3 of the foregoing Articles of Incorporation, accepts the appointment as registered agent for The Villages at Harmony Homeowners' Association, Inc. and is familiar with and accepts the obligations of this position.


Richard Jerman

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 9th day of February, 2018, by RICHARD JERMAN. He ☒ is personally known to me or ☐ has produced as identification.

(NOTARY SEAL)




Notary Public Signature

(Name typed, printed or stamped)

FILED
18 FEB 19 PM 2:55
SERIAL 137141
TAL LAHASSA

FILED

18 APR 18 AM 8:14

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

The Villages at Harmony Homeowners' Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N18000001782

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Harmony West Homeowners' Association, Inc.

The new

name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

N/A

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

N/A

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

N/A

New Registered Office Address:

(Florida street address)

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	PT	John Doe
<input checked="" type="checkbox"/> Remove	V	Mike Jones
<input checked="" type="checkbox"/> Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	N/A	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

Page 2 of 4

F. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

N/A

Page 3 of 4

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: 4-17-18
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 4-17-18


Signature _____
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

*Please see signature page attached

(Typed or printed name of person signing)

(Title of person signing)

Signature Page
To
Articles of Amendment

By: 
Print Name: Richard A. Jerman
Its: Director

And

By: 
Print Name: John Kraynick
Its: Director

And

By: 
Print Name: Nick Shoopman
Its: Director

F:\USERR\2\COMP\Corporate Forms-JENS\Signature Page Articles of Amendment-Harmony West.docx

EXHIBIT "C"

Bylaws of Association

BYLAWS OF HARMONY WEST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1 NAME AND LOCATION

The name of the corporation is HARMONY WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, but meetings of the Board of Directors of the Association may be held at such other places within the State of Florida, County of Osceola, as may be designated by the Board of Directors.

ARTICLE 2 DEFINITIONS

All terms used in these Bylaws shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Harmony West, as the same may be amended and supplemented from time to time (the "Declaration"), unless these Bylaws specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 3 MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:30 P.M. or on such other day and at such other time and place as the Board may determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of the Members that are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3.4 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under the Declaration and requiring approval by the Members shall be sent to all Members not less than fourteen (14) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting

may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.6 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable by the Member executing such proxy.

ARTICLE 4

BOARD OF DIRECTORS

SECTION 4.1 Until Turnover, the affairs of this Association shall be managed by a Board of not more than seven (7) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 4.2 Term. Directors shall be appointed to serve for two (2) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one Member may serve as a director.

Section 4.3 Removal. After Turnover any Director may be removed from the Board, with or without cause, by an affirmative vote of a majority of the outstanding votes entitled to be cast by the Members of the Association. Prior to Turnover, the Declarant shall be entitled to remove Directors with or without cause and appoint replacement Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5

MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. All meetings of the Board shall be open to all Members and Owners except meetings between the Board and its attorney with respect to proposed or pending litigation covering matters which would be governed by the

attorney/client privilege. Except as otherwise provided in the Declaration, the Articles of Incorporation of Harmony West Homeowners' Association, Inc. (the "Articles" or the "Articles of Incorporation") or these Bylaws, notices of all Board meetings shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours prior to any meeting except in an emergency. Notices of any Board meeting at which assessments will be considered and levied shall include a statement to that effect.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Voting. The Directors shall not vote by proxy or secret ballot at Board Meetings, except for purposes of election of officers. The Secretary of the Association shall record in the minutes of each meeting the vote of each Director on each matter brought before the Board.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Property, if any, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the rights of Owners to use the Common Property, if any, and/or impose fines on such Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association, on the terms set forth in the Declaration. Fines may be levied in an amount of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation, or ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) after notice and hearing, in accordance with applicable law, for a reasonable period for infraction of published rules and regulations. Any such fines shall bear interest at ten percent (10%) per annum from the date due until paid and may be the subject of a claim of lien treated as any other assessment under the Declaration. Upon fourteen (14) days' notice to any Owner, tenant, guest or invitee against whom a fine is to be imposed, a committee of at least three (3) panel members, appointed by the Board who are not officers, directors or employees of the Association, shall hold a hearing upon any proposal by the Board to levy reasonable fines, not to exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation or ONE HUNDRED AND NO/DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) against any Owner, or an Owner's tenant, guest or invitee for violations of the Declaration or any rules of the Association. This hearing shall not apply with respect to fines against any Owner for failure to pay assessments or other charges when due;

C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees or consultants as may be deemed appropriate, and to prescribe their duties.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members;

B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. Fix, levy, collect and enforce payment of assessments, as more fully described in the Declaration;

D. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

E. When appropriate, file and foreclose a lien against any Lot for which assessments, fines or costs to cure violations of the Declaration are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

H. Cause the Common Property, if any, to be maintained in accordance with the Declaration; and

I. Perform all such other duties as may be set forth herein or in the Declaration or as may be required by law.

Section 6.3 Litigation. If then required by applicable law, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the Association must obtain the affirmative approval of a majority of all Class A Members, at a meeting of the members duly called for such purpose.

ARTICLE 7
OFFICERS AND THEIR DUTIES

Section 7.1 Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer sooner dies, resigns, or is removed.

Section 7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices and Positions. The offices of President, Vice-President, Secretary and Treasurer may be held by the same person. Any officer may also serve on the Board.

Section 7.8 Duties. The duties of the officers are as follows:

A. President:

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Vice-President:

(a) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary:

(a) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer:

(a) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause to be made such audits of the Association books as may be required by applicable law; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 7.9 Delegation of Duties. Notwithstanding anything in this Section to the contrary, the Board of Directors may delegate any of the duties specified herein or permitted hereby to such persons or entities, including without limitation, the representative(s) of a property management company, as the Board may deem appropriate from time to time, to the extent permitted by law.

ARTICLE 8
BOOKS AND RECORDS

The Association shall maintain all official records (including, but not limited to, current copies of the Declaration), Articles of Incorporation, and these Bylaws) as required by Section 720.303(4) of the Florida Statutes. These records shall be made available for inspection and photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access from a Member. The Board may adopt reasonable written rules governing access to inspection and copying of Association records and may impose reasonable fees for such services as publish by the Board from time to time to cover the costs of providing copies of Association records.

ARTICLE 9
ASSESSMENTS

As more fully provided in the Declaration, the Association shall levy annual, special, and individual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge not greater than FIFTY AND NO/100 DOLLARS (\$50.00) per installment may be imposed at the option of the Association, and the Association may bring an action at law against the Owner or Member personally obligated to pay the same and/or file and foreclose a lien against the Lot and the improvements thereon, together with interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment. No Owner or Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Property or abandonment of a Lot or for any other reason.

ARTICLE 10
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HARMONY WEST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 11
AMENDMENTS

Section 11.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy; except that Declarant may require (but shall not be obligated to require) that the Federal Housing Administration or the Veterans Administration approve such amendments while there is a Class B membership. Such amendment shall be recorded in the Public Records of Osceola County, Florida.

ARTICLE 12
MISCELLANEOUS

Section 12.1 The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

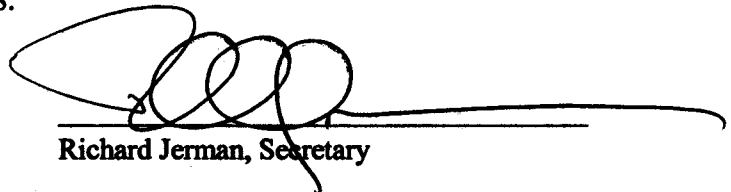
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the HARMONY WEST HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10th day of October, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of the 10th day of October, 2018.


Richard Jerman, Secretary



**MOBILITY FEE CREDIT AGREEMENT
FOR THE CONSTRUCTION
OF
THE VILLAGES AT HARMONY – BOTANIC BOULEVARD**

THIS AGREEMENT (“Agreement”) is made and entered into this 13th day of January, 2019, by and between **Osceola County**, a political subdivision of the State of Florida (the “County”), and **Harmony Florida Land, LLC** (the “Developer”).

RECITALS

WHEREAS, Harmony Florida Land, LLC is the owner of the real property located within Osceola County, Florida, as is more generally depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Villages at Harmony Botanic Boulevard Improvement Plan is governed by Osceola County PS19-00008 and SDP18 - 0196, which was approved by Osceola County on July 18, 2018 and April 30, 2019 respectively (the “Approvals”); and

WHEREAS, as part of the County’s needed transportation network, in the County’s 2025 Comprehensive Plan (Transportation Element Map TRN1B: Roadway Network UGB-2040) the County has identified a need to create a new framework transportation corridor connecting the following: from the existing terminus of Botanic Boulevard to Old Melbourne Highway (the “Project”); and

WHEREAS, the Project is needed in order to provide alternative options for citizens and visitors who utilize the existing heavily travelled roadways and to support future development which are projected for the area; and

WHEREAS, the Developer is willing to facilitate the design, permitting, mitigation and construction of the Project, pursuant to the terms and conditions, as further provided for herein; and

WHEREAS, the Developer is willing to convey right of way to the County which is needed for the Project, pursuant to the terms and conditions, as further set forth herein, and

WHEREAS, the Developer and the County acknowledge that the acquisition of additional property will be necessary in order to facilitate the Project; and

WHEREAS, the County has determined that the Project will provide an integral part of the County's planned transportation network; and

WHEREAS, the County Manager has determined that the costs associated with the construction of the Project are eligible for mobility fee credits in accordance with Section 17-45(a) and (d) of the Mobility Fee Ordinance and as further set forth in this Agreement; and

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Project The Developer shall be responsible for the design, permitting, mitigation and construction of Project, consisting of a 4-lane divided framework road from the existing terminus of Botanic Boulevard to Old Melbourne Highway, within the parameters set forth in the cross section depicted in Exhibit "B" attached hereto and incorporated herein by this reference.

Section 3. Real Property Conveyances.

A. The Developer shall convey to the County approximately 20.17 acres within the Property, in a location and configuration as generally depicted on Exhibit "C", to allow for the construction of the Project.

Section 4. Reimbursement.

The County agrees that the Developer shall be entitled to the following mobility fee credits:

1. Reimbursement in the form of mobility fee credits as set forth herein, based upon the cost difference of the Minimum Required Road versus the County Required Framework Road as set forth in the Engineer's Estimate of Probable Construction Cost of the design, permitting, and construction of the Project (collectively, the "Improvements") pursuant to Section 17-36 of the Mobility Fee Ordinance. The estimated amount of the mobility fee credits is \$1,024,773.15 as is more particularly set forth in Exhibit "D" attached hereto and by this reference made a part hereof.

Section 5. Method Of Reimbursement.

A. The Improvements: The Developer shall be reimbursed by the County by delivering to the County, on a quarterly basis, a certification of the Construction Costs prepared by the Developer's engineer indicating the percentage of work completed through the date of certification. The certifications shall be accompanied by invoices for the actual expenditures and any other documentation that the County may reasonably require. Reimbursement for the Developer's actual expenditures for the Construction Costs shall be available to the Developer upon inspection, approval and acceptance of the certification by the County, which shall not be unreasonably withheld, conditioned or delayed.

B. Real Property Conveyances: Upon conclusion of each conveyance provided for in Section 3 above, the Developer shall be reimbursed in the amount of actual expenditures, as set forth in Section 6.A, above.

Section 6. Maintenance of the Improvements. Upon completion of the Improvements, The Developer shall post a one year 15% maintenance bond for the cost of the Improvements.

Section 7. Governing Law/Venue. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law.

Section 8. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to the Developer: Richard Jerman
Harmony Florida Land, LLC
1750 West Broadway, Suite 111
Oviedo, Florida 32765

If to County: Tawny Olore
Executive Director, Transportation & Transit
Osceola County
1 Courthouse Square
Kissimmee, Florida 34741

With a copy to: Andrew Mai
County Attorney
Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

Section 9. Public Records.

The Developer understands that by virtue of this Agreement all of their documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Developer acts on behalf of the County, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

A. Keep and maintain public records required by the County in order to perform the service; and

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer does not transfer the records to the County; and

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Developer does not comply with a public records request, the County shall enforce the contract provisions in accordance with the Agreement.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**1 COURTHOUSE SQUARE,
KISSIMMEE FLORIDA 34741
ATTENTION: COUNTY ATTORNEY
EMAIL: andrew.mai@osceola.org
PHONE: (407) 742-0200**

Section 10. Audit. In the performance of this Agreement, the Developer shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Developer for a period of three years after termination or completion of the Agreement or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The County also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Developer has the ability to fulfill their contractual obligations to the satisfaction of the County. The County has the right to terminate this Agreement based upon its finding in this audit.

Section 11. Assignability. The parties hereto acknowledge and agree that the Developer shall have the right to assign its rights and obligations under this Agreement to any successors in title to all or any part of the Property and shall provide written notice to the County of any assignment. Upon such assignment by the Developer and written notice thereof to the County, the Developer shall thereupon be released and discharged from any and all obligations arising under this Agreement.

Section 12. Amendments. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.

Section 13. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

Section 14. Effective Date. This Agreement shall become effective upon the date the last of the parties execute this Agreement.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

Section 16. Recording. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

Section 17. Indemnification.

The Developer agrees to be liable for any and all damages, losses and expenses incurred by the County, caused by the acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like. The Developer agrees to indemnify, defend, and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and

attorney's fees, arising from any and all acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like.

Section 18. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 19. Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

Section 20. Further Assurances. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

Section 21. Headings. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

Section 22. Time. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

Section 23. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

Section 24. Term. This Agreement shall remain in effect for five (5) years following the Effective Date. Notwithstanding the above term limit, the County shall grant up to two (2) successive one (1) year extensions upon written request from the Developer.

Section 25. Effect of Administrative Procedures. Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits by the County after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

[Signature Pages Follow]

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

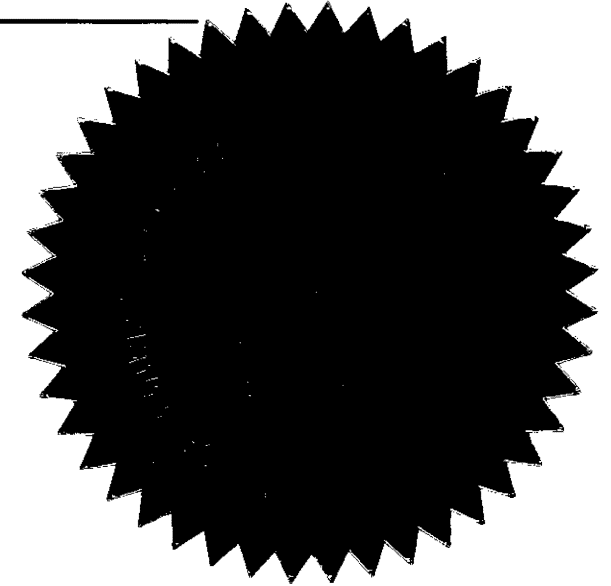
By: *Twiana Janer*
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

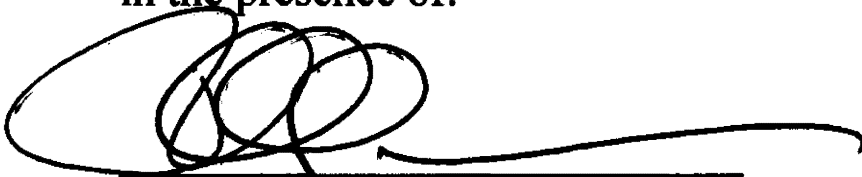
By: *Debra A. Davis*
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:


January 13, 2020



Signed, sealed and delivered
in the presence of:


Witness Signature


RICHARD A. JERMAN
Witness (Print Name)


Witness Signature

JENNIFER JERMAN
Witness (Print Name)

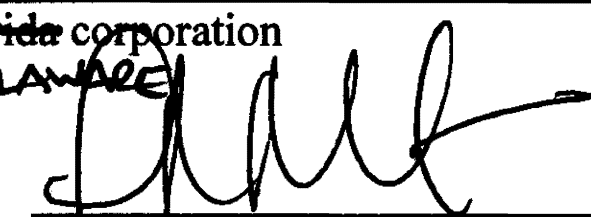
STATE OF FLORIDA)
COUNTY OF ~~OSCEOLA~~)
 SEMINOLE

The foregoing instrument was acknowledged before me this 16 day of DECEMBER, 2019
by DENGER MARLOW, as VP of Harmony Florida Land, LLC, a Florida
corporation, who is personally known to me or who produced _____
as identification.


Notary Public

JENNIFER JERMAN
Print Name

My Commission Expires: 10/24/22

a ~~Florida~~ corporation
DELAWARE
By: 
DENGER MARLOW

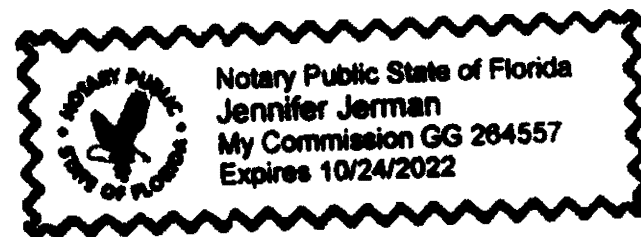


Exhibit A

The Property

Sketch and Legal Description

Page 1:

Controlling 3,4-MH cases, more or less

(NOT TO SCALE)

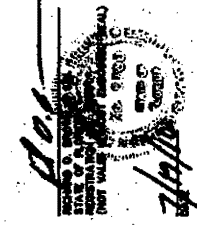


ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

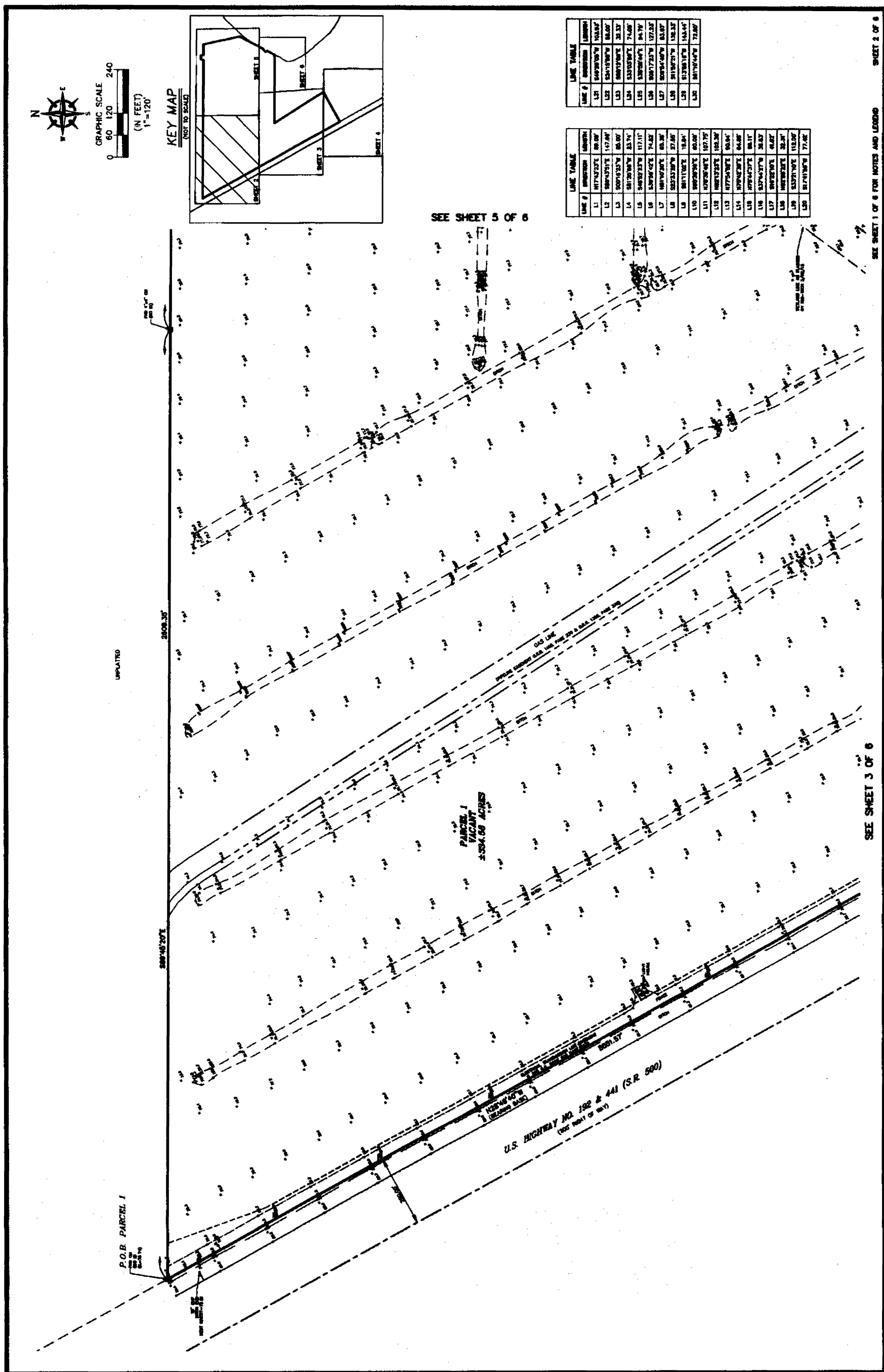
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A

1. HISTORY CENTER FOR

TRIMBLE HOLDINGS PARTNERS, INC.

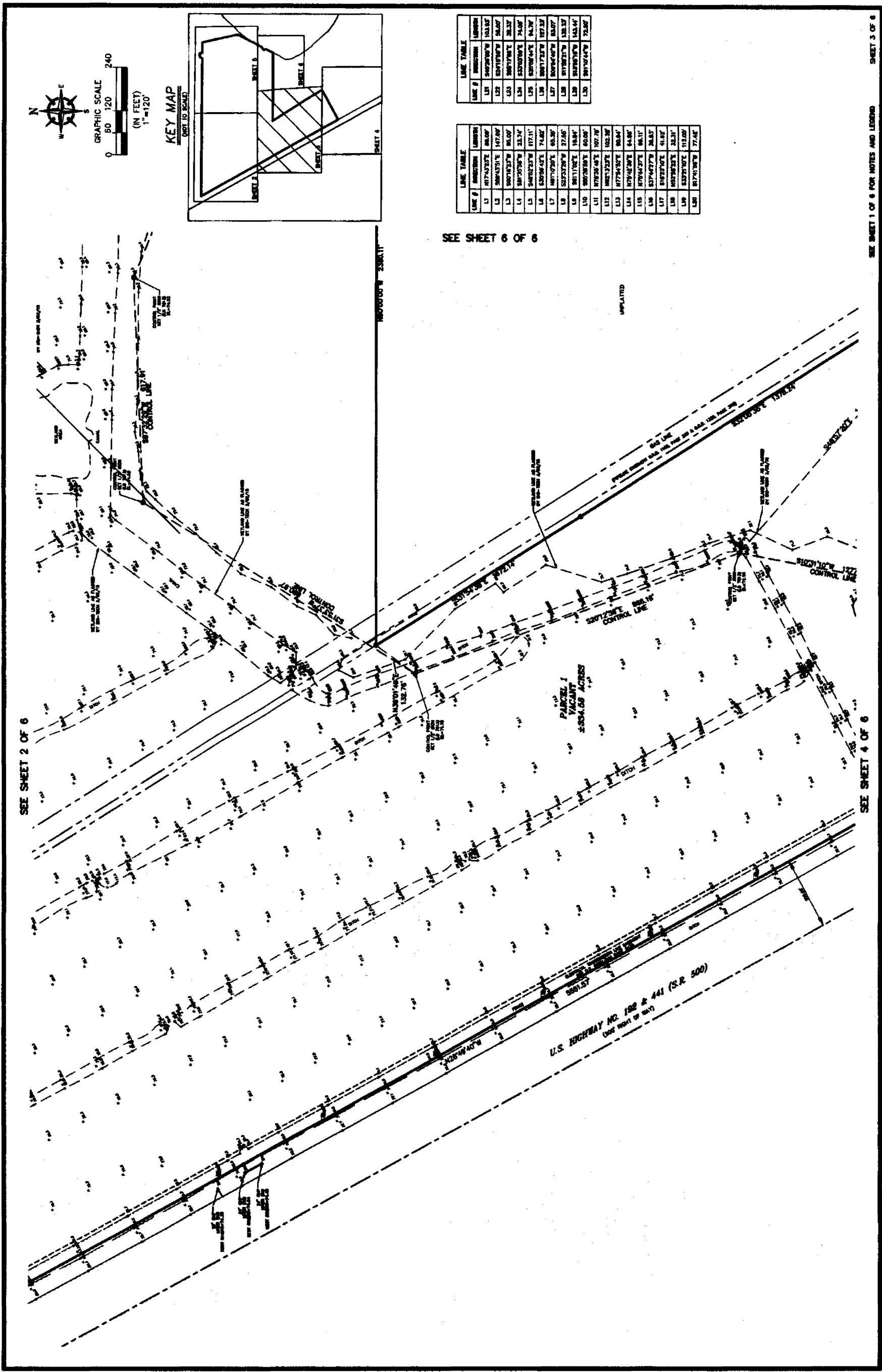


JOHNSTON'S
SURVEYING INC.



LINE #	DESCRIPTION	LENGTH
L1	81743237E 86.00'	103.87'
L2	84428103W 103.87'	84.00'
L3	82411840W 84.00'	32.37'
L4	88079307E 32.37'	94.79'
L5	83030307E 74.00'	107.23'
L6	88071237W 107.23'	83.87'
L7	80075400W 83.87'	128.35'
L8	81180710W 128.35'	103.44'
L9	81743237E 103.44'	72.80'

LINE #	DESCRIPTION	LENGTH
L1	81743237E 86.00'	103.87'
L2	84428103W 103.87'	84.00'
L3	82411840W 84.00'	32.37'
L4	88079307E 32.37'	94.79'
L5	83030307E 74.00'	107.23'
L6	88071237W 107.23'	83.87'
L7	80075400W 83.87'	128.35'
L8	81180710W 128.35'	103.44'
L9	81743237E 103.44'	72.80'



LINE #	BEARING	LENGTH
101	N 87° 14' 32" E	86.80'
102	S 89° 03' 51" E	117.80'
103	S 80° 10' 32" W	81.00'
104	S 80° 35' 30" W	33.74'
105	S 40° 02' 22" W	17.11'
106	S 80° 08' 42" E	74.82'
107	N 71° 02' 29" E	68.30'
108	S 81° 11' 00" E	18.84'
109	S 82° 32' 28" W	22.85'
110	S 80° 28' 38" E	60.00'
111	N 70° 53' 40" E	107.70'
112	N 80° 13' 22" E	102.80'
113	N 77° 34' 52" E	88.84'
114	N 79° 42' 38" E	64.80'
115	N 79° 42' 37" E	86.11'
116	S 77° 44' 27" W	36.15'
117	S 82° 27' 42" E	81.82'
118	N 82° 02' 21" E	33.31'
119	S 23° 39' 12" E	113.00'
120	N 74° 10' 18" W	77.42'

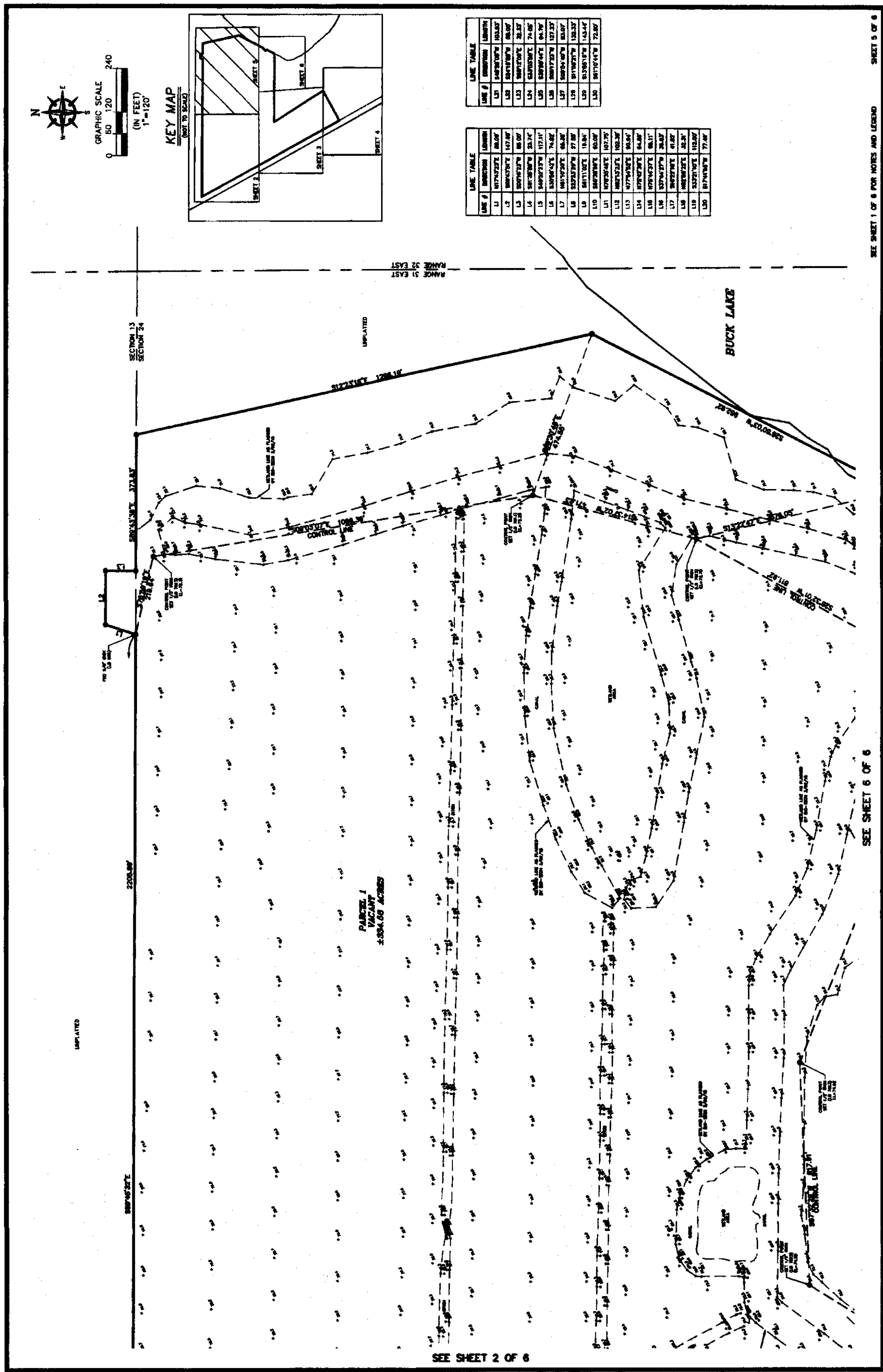
LINE #	BEARING	LENGTH
121	N 74° 10' 18" W	77.42'
122	S 89° 03' 51" E	117.80'
123	S 80° 10' 32" W	81.00'
124	S 80° 35' 30" W	33.74'
125	S 40° 02' 22" W	17.11'
126	S 80° 08' 42" E	74.82'
127	N 71° 02' 29" E	68.30'
128	S 81° 11' 00" E	18.84'
129	S 82° 32' 28" W	22.85'
130	S 80° 28' 38" E	60.00'
131	N 70° 53' 40" E	107.70'
132	N 80° 13' 22" E	102.80'
133	N 77° 34' 52" E	88.84'
134	N 79° 42' 38" E	64.80'
135	N 79° 42' 37" E	86.11'
136	S 77° 44' 27" W	36.15'
137	S 82° 27' 42" E	81.82'
138	N 82° 02' 21" E	33.31'
139	S 23° 39' 12" E	113.00'
140	N 74° 10' 18" W	77.42'

SEE SHEET 6 OF 6

SEE SHEET 1 OF 6 FOR NOTES AND LEGEND SHEET 3 OF 6

SEE SHEET 2 OF 6

SEE SHEET 4 OF 6



SEE SHEET 1 OF 6 FOR NOTES AND LEGEND

SEE SHEET 6 OF 6

SEE SHEET 2 OF 6

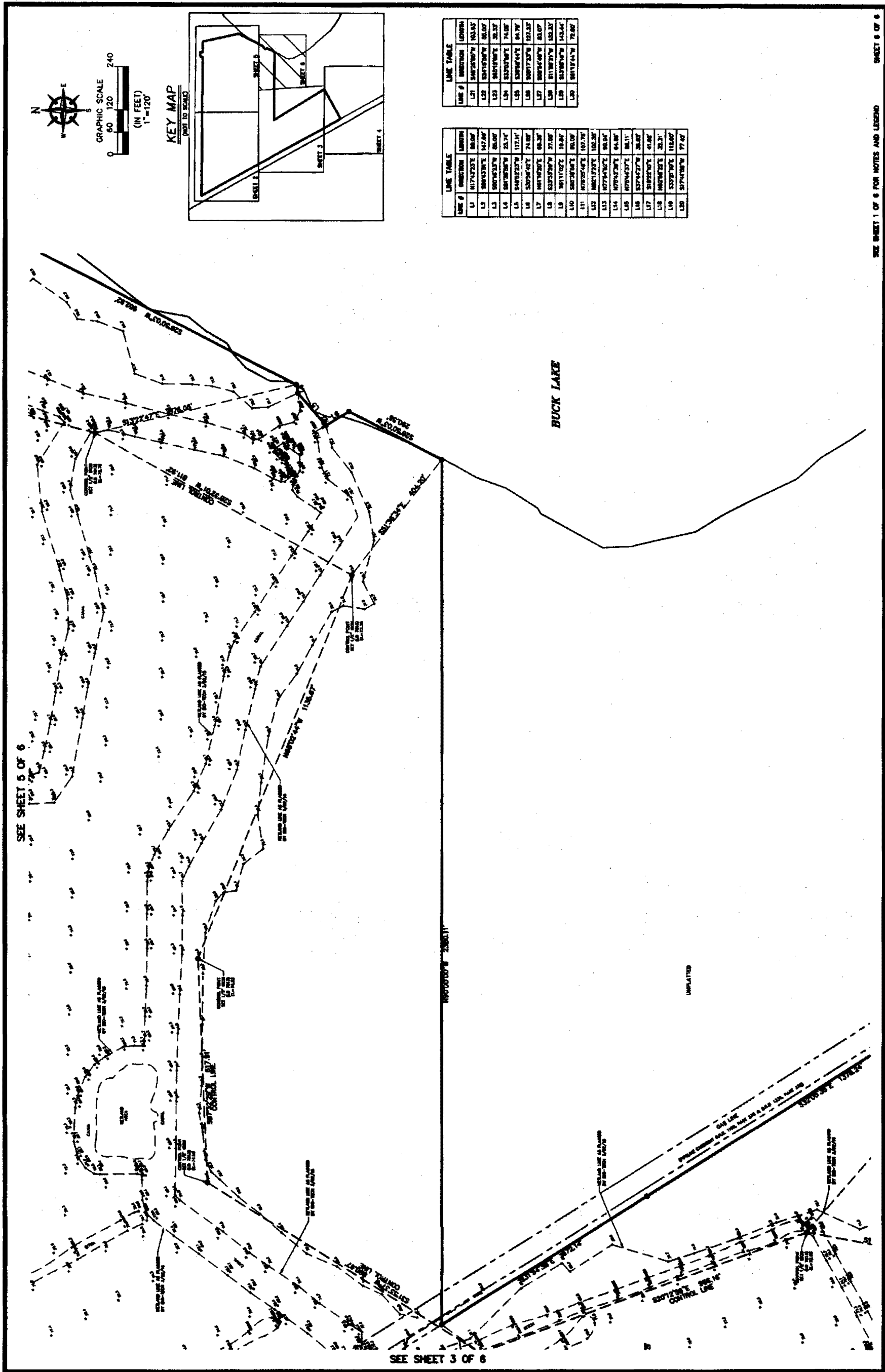
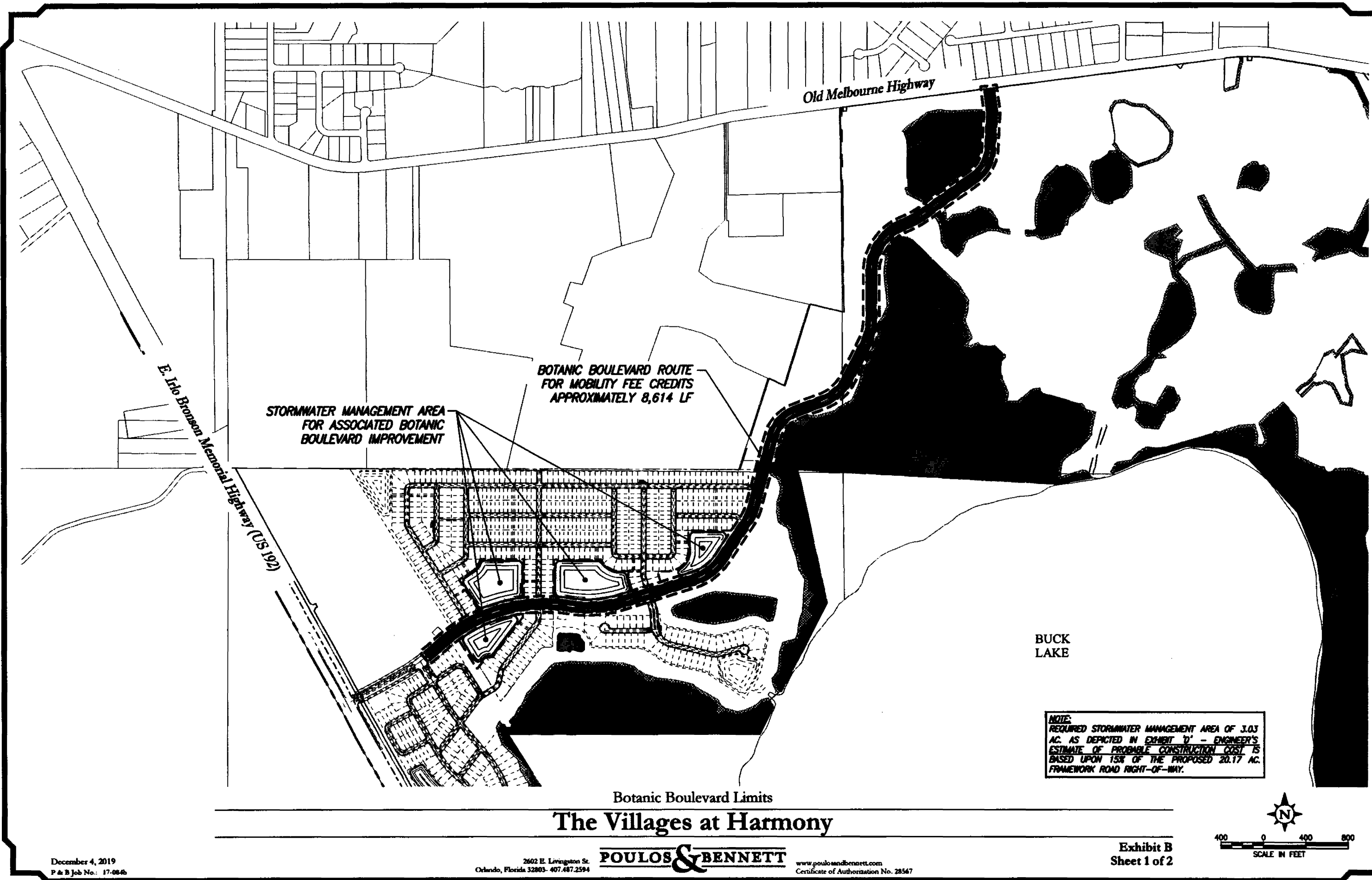
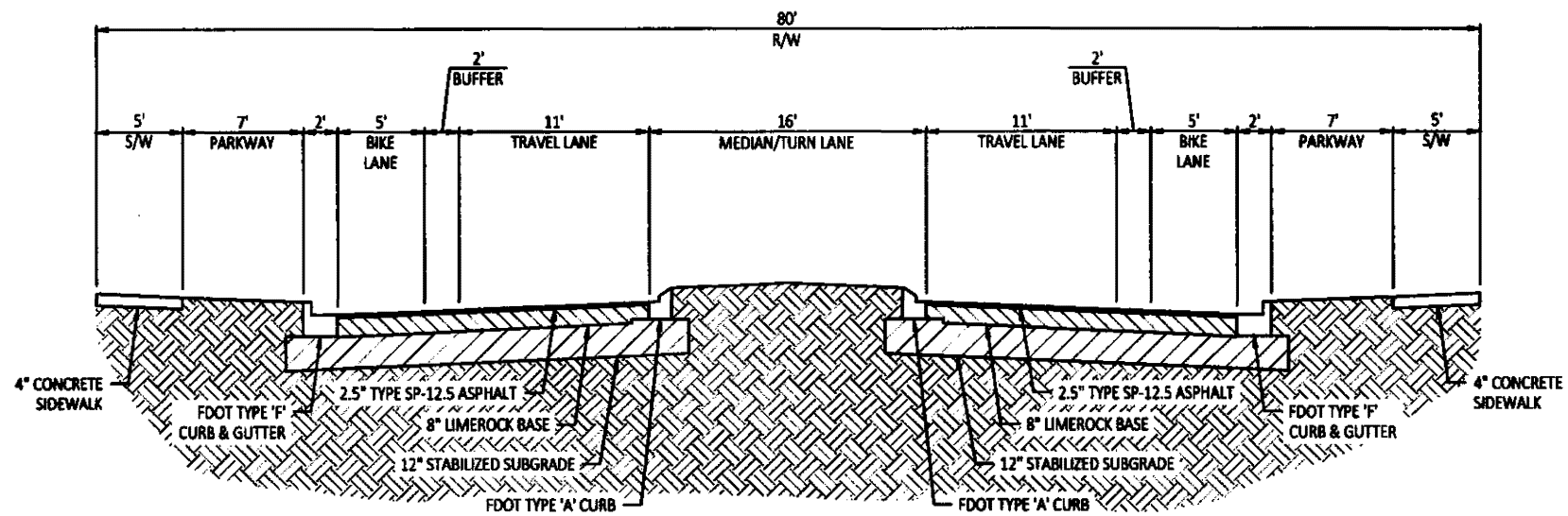


Exhibit B

The Project

Boulevard Limits and Roadway Cross Sections

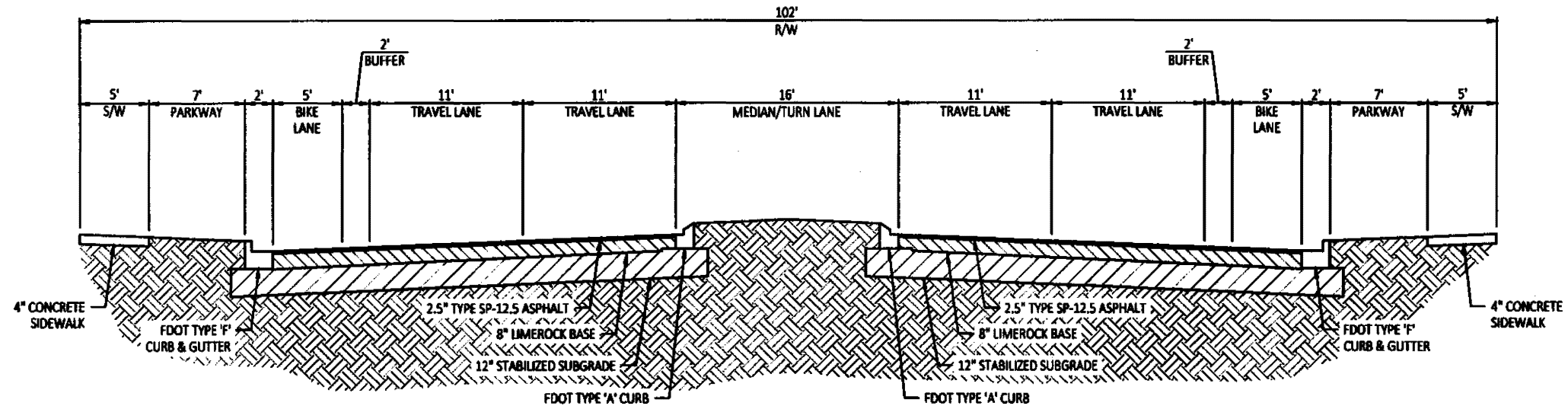




Minimum Required Roadway Cross Section

Typical 80' R.O.W. - 2 Lane Divided

N.T.S.



County Required Framework Roadway Cross Section

Typical 102' R.O.W. - 4 Lane Divided

N.T.S.

Botanic Boulevard Roadway Cross Sections

The Villages at Harmony

October 8, 2019
P & B Job No.: 17-064b

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

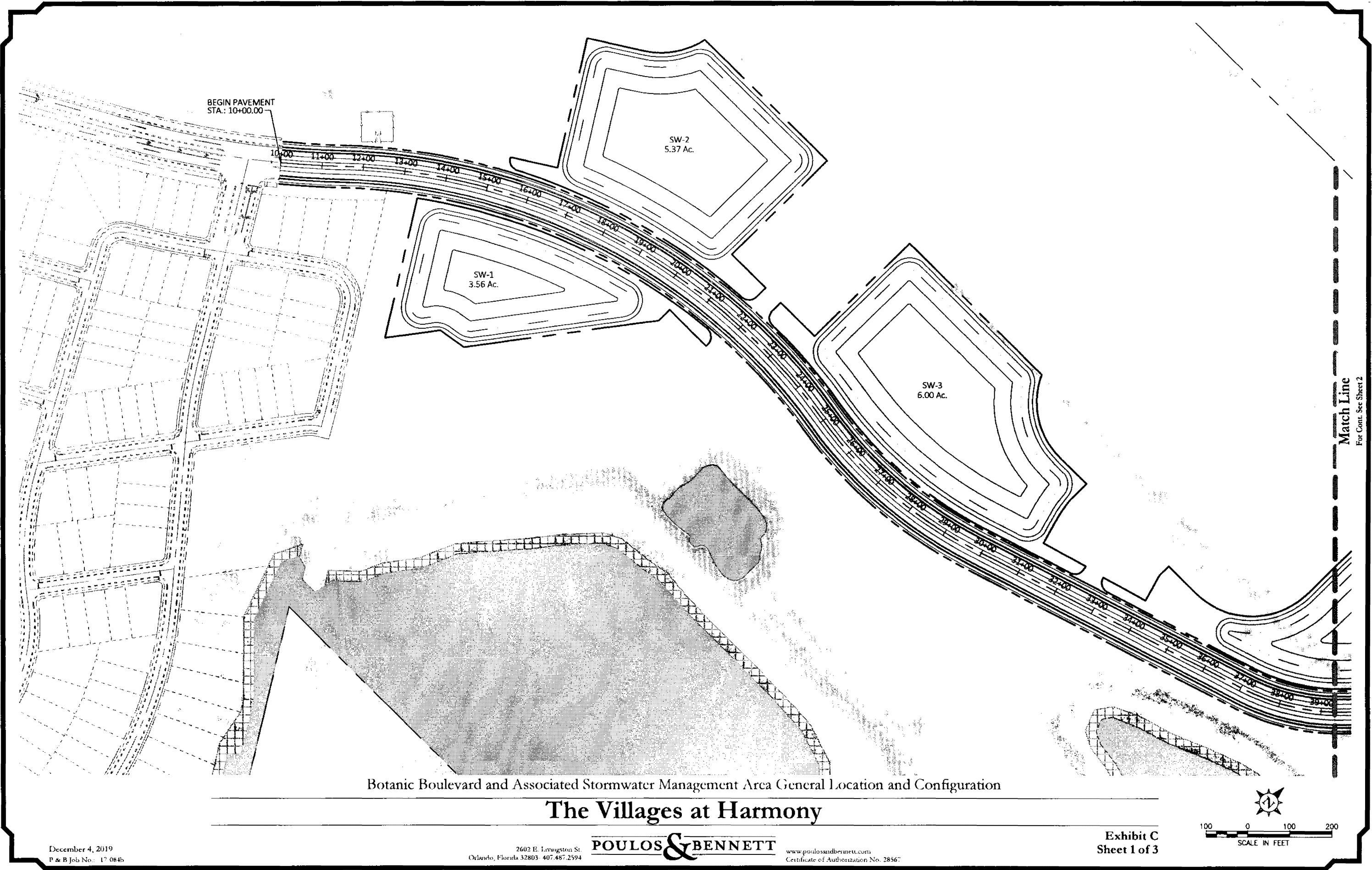
Exhibit B
Sheet 2 of 2

5 0 5 10
SCALE IN FEET

Exhibit C

Real Property Conveyances

General Location and Configuration



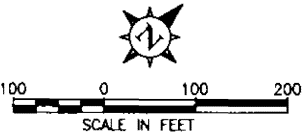
December 4, 2019
P & B Job No.: 17-084b

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

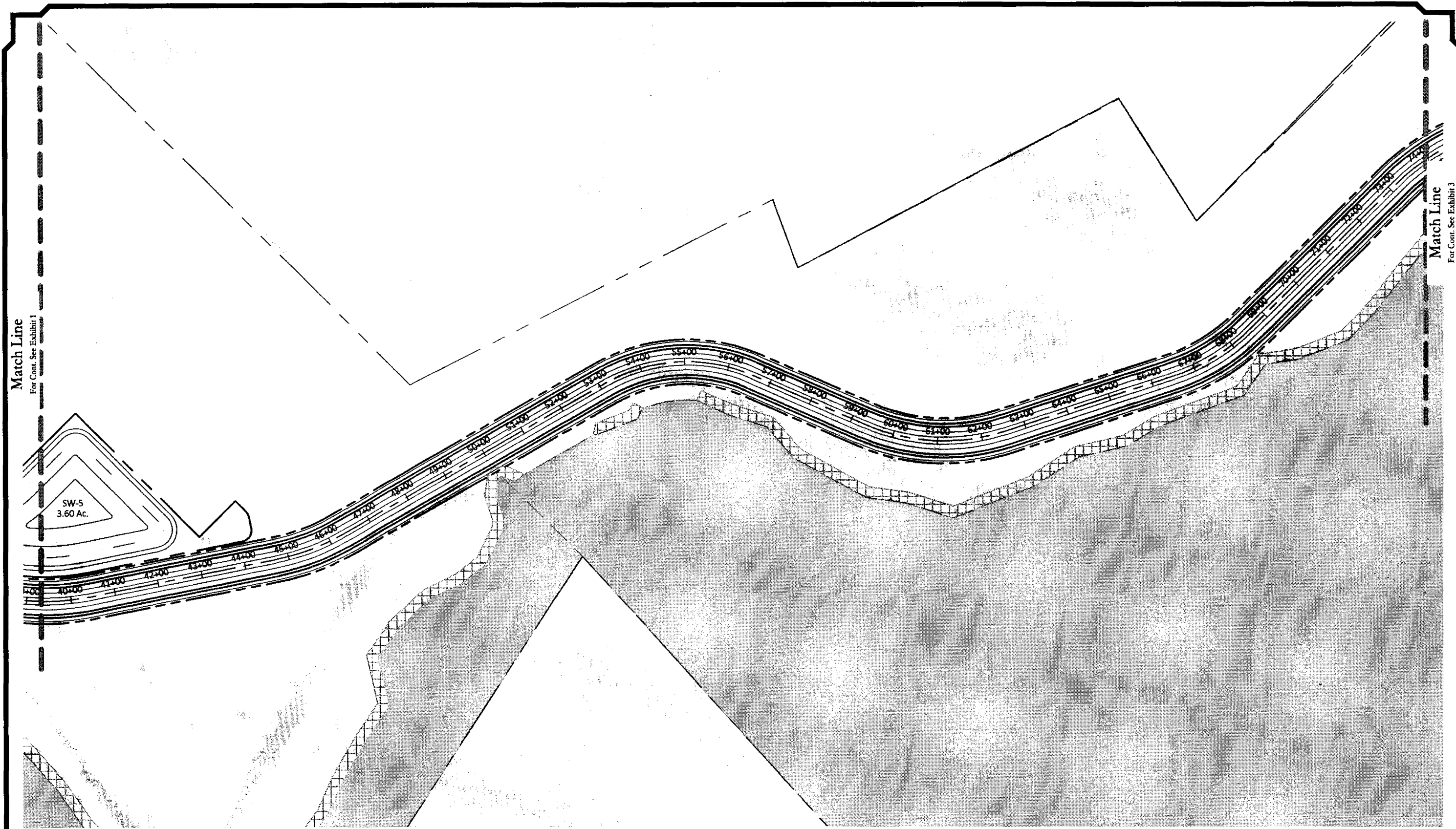
POULOS & BENNETT

www.poulosandbenett.com
Certificate of Authorization No. 28567

Exhibit C
Sheet 1 of 3



Match Line
For Cont. See Sheet 2



Botanic Boulevard and Associated Stormwater Management Area General Location and Configuration

The Villages at Harmony

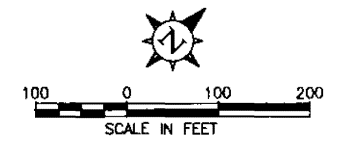
December 4, 2019
P & B Job No. 17-084b

2602 F. Livingston St.
Orlando, Florida 32803 407.487.2394

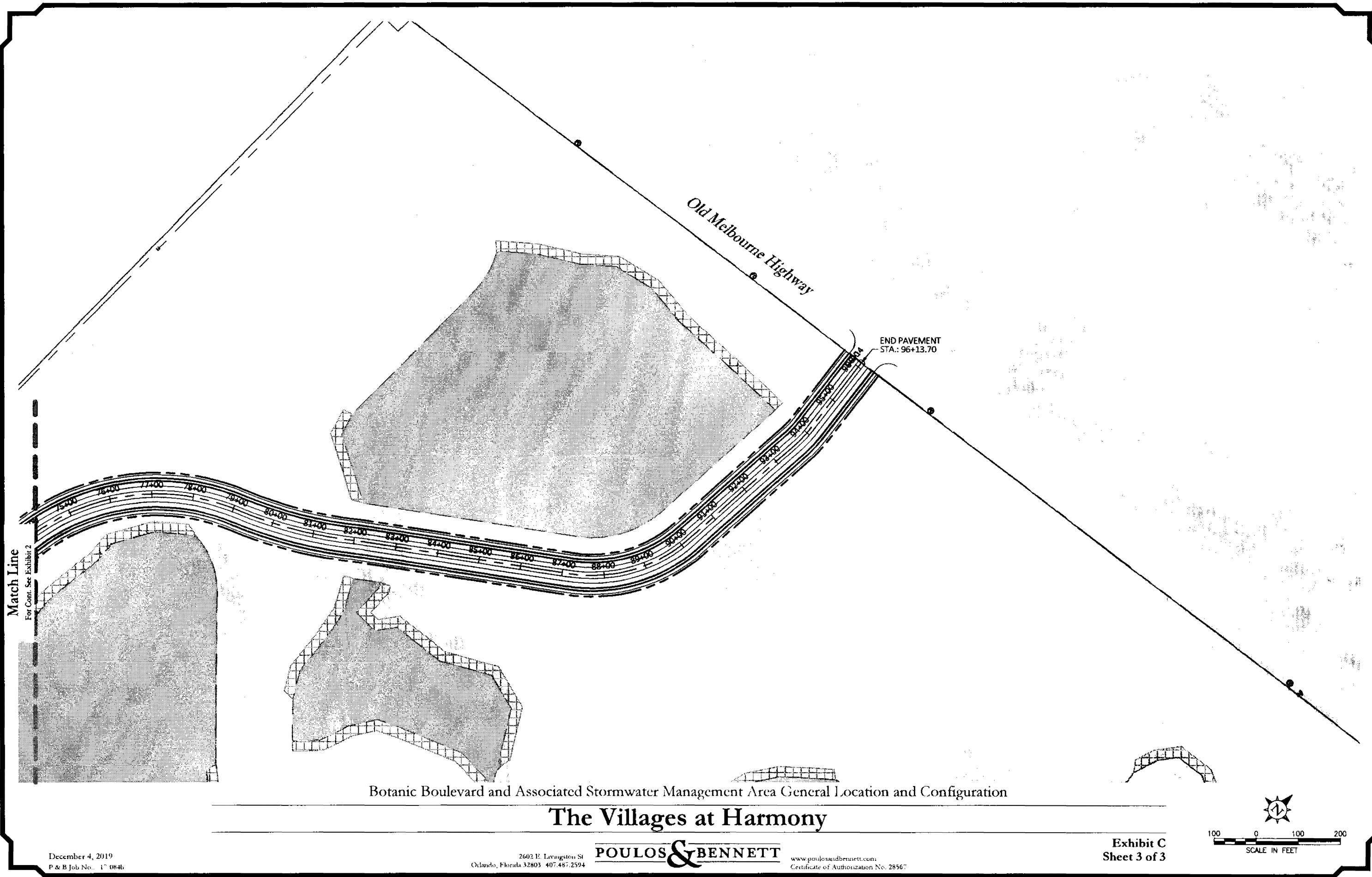
POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

Exhibit C
Sheet 2 of 3



Z:\2017\17-084b SUNTERRA - HARMONY\17-084b HW PHASE 1B\DWG\MOBILITY CREDIT ANALYSIS\17084b-VILLAGES AT HARMONY_MOBILITY FEE EXHIBITS



Z:\2017\17-084 SUNTERRA - HARMONY\17-0846 HW PHASE 10\ENG\MOBILITY CREDIT ANALYSIS\170846-VILLAGES AT HARMONY_MOBILITY FEE EXHIBITS

Exhibit D

The Property

Engineer's Estimate of Probable Construction Cost

Minimum Required Road vs County Required Framework Road

The Villages at Harmony
Botanic Boulevard
Engineer's Estimate of Probable Construction Cost
Minimum Required Road vs County Framework Road
Dec. 16, 2019

Minimum Required Road (80' R.O.W. - 2 Lane Divided Avenue with Bike Lanes)				
<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Land				
Improved Land w/Infrastructure	AC	15.82	\$68,375.00	\$1,081,692.50
Stormwater Tract (15% of Improved Land)	AC	2.37	\$68,375.00	\$162,048.75
Land Total				\$1,243,741.25
Roadway				
12" Stabilized Subgrade	SY	34,455	\$3.90	\$134,374.50
8" Limerock	SY	34,455	\$13.00	\$447,915.00
2.5" Type SP-12.5 Asphalt	SY	34,455	\$15.50	\$534,052.50
Type 'F' Concrete Curb	LF	17,227	\$13.00	\$223,951.00
Type 'A' Concrete Curb	LF	17,227	\$13.50	\$232,564.50
4" Concrete Sidewalk	SY	9,571	\$3.50	\$33,498.50
Roadway Total				\$1,606,356.00
Total Minimum Required Road Cost				\$2,850,097.25
Minimum Road Cost Per Foot				\$350.88

County Required Framework Road (102' R.O.W. - 4 Lane Divided)				
<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Land				
Improved Land w/Infrastructure	AC	20.17	\$68,375.00	\$1,379,123.75
Stormwater Tract (15% of Improved Land)	AC	3.03	\$68,375.00	\$207,176.25
Land Total				\$1,586,300.00
Roadway				
12" Stabilized Subgrade	SY	55,511	\$3.90	\$216,492.90
8" Limerock	SY	55,511	\$13.00	\$721,643.00
2.5" Type SP-12.5 Asphalt	SY	55,511	\$15.50	\$860,420.50
Type 'F' Concrete Curb	LF	17,227	\$13.00	\$223,951.00
Type 'A' Concrete Curb	LF	17,227	\$13.50	\$232,564.50
4" Concrete Sidewalk	SY	9,571	\$3.50	\$33,498.50
Roadway Total				\$2,288,570.40
Total County Required Framework Road Cost				\$3,874,870.40
Required Road Cost Per Foot				\$449.85

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

6

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston St. • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

February 14, 2020

Harmony West Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Subject: Harmony West – Offsite Utility Improvements U.S. 192
Engineer's Certification of Completion
Poulos & Bennett Job # 17-084a

To Whom It May Concern:

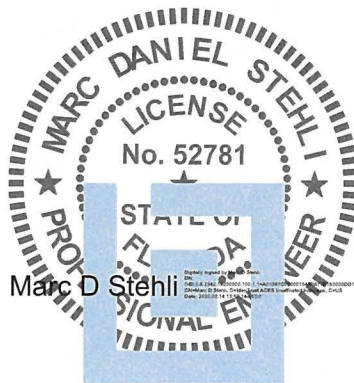
Please accept this letter as written certification that the CDD infrastructure improvements as funded by the Harmony West CDD have been completed in accordance with the approved Construction Plans for Harmony West Offsite Utility Improvements U.S. 192 as approved by Tohopekaliga Water Authority. This determination is based on construction site observations and review of test reports by me or a representative under my direction.

Please do not hesitate to contact me, should you have any questions or comments about this matter.

Sincerely,

Marc Stehli, P.E.
Poulos & Bennett, LLC
P.E. No. 52781

cc: File

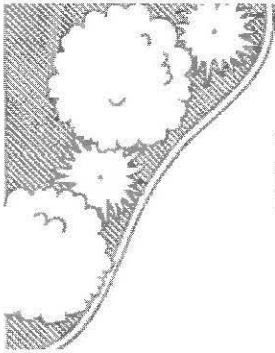


This item has been electronically signed and sealed by
Marc D. Stehli, P.E. using a Digital Signature. Printed copies
of this document are not considered signed and sealed and the
signature must be verified on any electronic copies.

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

7



February 12, 2020

Harmony West CDD
C/O Association Solutions of Central Florida, Inc.
811 Mabbette St.
Kissimmee, FL 34741

RE: Landscape Maintenance Estimate for Harmony West

Dear Mark Hills:

Thank you for inviting Beacon Landscaping to submit a landscape maintenance estimate for Harmony West. Please review our Monthly Maintenance Services and let me know if you have any questions.

Sincerely,

Minesh Patel
President

grow beautifully

BeaconLandscaping.com

5225 young pine road
orlando, fl 32829
407 / 445 / 1236 p



MONTHLY MAINTENANCE SERVICES

Beacon HOA Landscape Management shall provide all labor, materials, tools and equipment necessary to perform all services on behalf of Harmony West CDD for the monthly fee of **\$6000**.

Monthly Maintenance Services for existing common areas including:

- Mowing, Edging, Blowing of Entrance Blvd, Dog Park, Pond, Swale at rear of certain Homes and Common areas Along 192
- Keeping Flower beds weed-free per industry standards
- Maintenance of all Shrubs, including trimming
- Monthly Irrigation Inspections
- Palm Trimming/ Tree Pruning to be provided upon request
- Mulch Estimates to be provided upon Request
- Annual/Flowering Estimates to be provided upon request

Mowing:

Turf will be maintained at a minimum height of 4" and a maximum height of 5" subject to turf and weather conditions.

Edging:

Edging will be done with enough frequency to maintain a manicured look.

Weeding:

De-weeding of all plant beds, tree rings, pavement, walks etc. is done with enough frequency to maintain a weed free environment.

Shrub Maintenance:

Shrubs and ground covers will be pruned as often as necessary in order to obtain a healthy and vigorous growth as well as the proper shape and aesthetic appeal desired.

Irrigation inspection:

An irrigation inspection will be conducted once per month and recommendations and or repairs necessary will be reported.

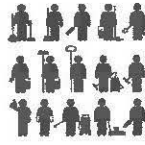
Clean-up:

All trimmings and clippings and all other debris will be removed at time of cutting.

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

8

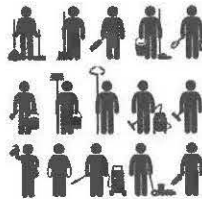


PROPOSAL for the provision of
Trash & Dog Waste Removal Services

relating to dog park and surrounding area

HARMONY WEST

Harmony, Saint Cloud, FL 34773



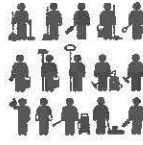
Service Proposal submitted by

Allsmiths Services

3162 Dark Sky Drive, Harmony FL 34773

C: 321-246-4534 - E: allsmiths.brian@gmail.com

February 11th 2020



SPECIFICATION

Allsmiths Services will provide all labor and equipment necessary to effectively and efficiently complete the waste removal from 7 trash cans and 3 dog poop stations, located at the Dog Park, Harmony West and surrounding area, on the required schedule detailed below.

SERVICE SCHEDULE

Cleaning service operations will be performed twice weekly - emptying and maintaining hygienic presentation of the 7 trash cans and 3 dog poop stations, ensuring supplies are plentiful and reporting any maintenance issues.

The cleaning crew will observe holidays as observed by the customer. Allsmiths Services will adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

COMPENSATION

2 visits per week of Trash & Dog Waste Removal Services charged monthly at \$410.00 per calendar month.

SPECIAL SERVICES

(Quotation on request)

- Handyman/repair services
- Expanded area/service requests
- Maintenance services
- Pressure washing

INVOICING

All invoices will be issued on the 1st of each month and payment is net 30 days. Any additional tasks will be itemized and charged as per their agreed costing and upon completion.

INSURANCE, HEALTH & SAFETY

Allsmiths Services will furnish their Comprehensive General Liability insurance, as required by law and shall maintain the same in force.

Allsmiths Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customers location.



EMPLOYEES

Any personnel supplied by Allsmiths Services are deemed employees of Allsmiths Services and not for any purpose be considered employees or agents of the customer. Adequate personnel and supervision will be furnished to ensure quality service.

Allsmiths Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

MISSION STATEMENT

Allsmiths Services is committed to providing consistently exceptional services and maintain their excellent record in customer satisfaction.

CANCELLATION

This Agreement may be terminated or cancelled at any time with a minimum of 30 days written notice from either party.

TERM

The term of this Agreement shall be for a period of one year and shall automatically renew for an additional year, on the anniversary date of this Agreement, unless 30 day written notice is in effect.

AGREEMENT

THIS AGREEMENT is made and entered into as of December 1st 2019 by and between Allsmiths Services, with its principal place of business located at 3162 Dark Sky Drive, Harmony FL 34773 and HARMONY West CDD, c/o Mark Hills, 811 Mabbette Street, Kissimmee FL 34741.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date and year first written above.

ALLSMITHS SERVICES

By:

Name: BRIAN SMITH

Date: December 1st, 2019

Title: PRESIDENT

HARMONY WEST CDD

By: _____

Name: _____

Date: _____

Title: _____

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

9



February 17th 2020

Harmony West CDD

RE; Proposal for Field Operations Management

Dear CDD Board,

Association Solutions will handle all matters for Field Operations Management at Harmony West CDD, overseeing all vendors and any related work to these operations.

We are proposing to offer this service for \$300.00 per month for the first year of service.

If you have any further questions please let me know.

Sincerely,

Mark Hills
Owner

Mark Hills, L.C.A.M
Emma Magmer, L.C.A.M

Nancy Hills, L.C.A.M
April Childs, L.C.A.M

♦ 811 Mabbette Street, Kissimmee, Florida 34741 ♦
♦ Telephone: (407) 847-2280 ♦ Fax: (407) 847-2882 ♦
♦ Email: info@myhoasolution.com ♦ Website: www.myhoasolution.com ♦

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

10

Lake Services Proposal for Harmony West



Partnership for Beautiful and Healthy Waterways



2100 NW 33rd Street • Pompano Beach, FL 33069
800-432-4302 • www.aquaticsystems.com

June 6, 2019

Mr. Mark Hills
Harmony West
c/o Association Solutions of Central Florida
811 Mabbette Street
Kissimmee, Florida 34741

VIA EMAIL: associationsolutions@hotmail.com

Dear Mr. Hills:

At your request, on June 4, 2019, we surveyed the lake at **Harmony West**. We recommend that this integrated **Aquatic Systems, Inc.** program of waterway management be initiated as soon as possible:

Algae Management. Please recognize that some algae is of benefit to the water quality and food chain, enhancing the total ecosystem.

Management of all existing noxious aquatic weeds growing in the waterway.

Scheduled inspections, with treatment as necessary, to *prevent* growth of new aquatic weed species through introduction by drainage or other natural processes.

Management of the shoreline grasses growing in the water to the water's edge.

Triploid Grass Carp *may be utilized* by **Aquatic Systems, Inc.** for control of certain submerged aquatic weeds. These fish will be stocked, *pending regulatory approval*, if **Aquatic Systems, Inc.** determines them to be beneficial. No additional charges for permitting, barrier installation or stocking will be invoiced to customer, unless specified on the face of the enclosed contract.

This program requires steel fish containment barrier(s) that meet or exceed Florida Fish and Wildlife Conservation Commission permit requirements to possess and stock sterile triploid grass carp for aquatic weed control.

Establishment of a professional reporting system for property management administration.

Kindly sign the contract and return to us as soon as possible, so we may schedule your program.

Mr. Hills, a waterway system thrives on the oxygen-producing and nutrient up-taking properties of its plant life. It is the intent of **Aquatic Systems, Inc.** to provide an ecological balance so that both the waterway ecosystem, including fish, animal life, and neighboring community can benefit.

If you have any questions, please do not hesitate to contact me at 1-800-432-4302.

We look forward to serving **Harmony West**!

Sincerely,



Oliver C. Bond
Sales Manager/Biologist
OCB/lms
Enclosures

 **Vertex Water Features Authorized Lake Aeration & Fountain Dealer**

2100 NW 33rd Street • Pompano Beach, FL 33069 • 1-800-432-4302 • www.aquaticsystems.com
Ft. Myers • Ft. Pierce • Jacksonville • Miami • Pompano Beach • Sanford • Sarasota • St. Petersburg • Sun City • Wesley Chapel • Winter Garden

Aquatic Systems, Inc.
Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Mark Hills
Harmony West
c/o Association Solutions of Central Florida
811 Mabbette Street
Kissimmee, Florida 34741
(407) 847-2280
associationsolutions@hotmail.com

Aquatic Services Agreement

One-Year Agreement - Automatic Renewal

Month Service is to Commence: _____

Date of this proposal: June 6, 2019 OCB-R-42

hereinafter called "Customer". The parties hereto agree as follows:

1. **ASI** agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

One Lake (4,120 total linear foot perimeter) located at **Harmony West** in Saint Cloud, Florida.

2. Minimum of **TWELVE** (12) inspections with treatment as required (approximately once every 30 days).
3. **CUSTOMER** agrees to pay **ASI**, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:

Algae & Aquatic Weed Management	Included
Shoreline Grass Management to the Water's Edge	Included
Lake Dye	As Required by ASI *
Triploid Grass Carp Stocking & Permitting	As Required by ASI *
Site #1	
Management Reporting	Included

Total Program Investment	\$271.00	Monthly
--------------------------	-----------------	----------------

The above price is effective for 90 days from the date of this proposal.

Additional Services:

One (1) Carp Barrier(s) Installation/Fabrication	\$150.00	Per Barrier
Site #1		

**Services performed at ASI's sole discretion for the success of the Waterway Management Program*

Terms & Conditions of Aquatic Services Agreement

1. If **CUSTOMER** does not directly own the areas where services are to be provided, **CUSTOMER** warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold **ASI** harmless for the consequences of such services.
2. **ASI** will be reimbursed by the **CUSTOMER** for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on **ASI** by the **CUSTOMER** that are not explicitly included in this contract's specifications.
3. This Agreement shall have as its effective and anniversary date the first day of the month in which services are first rendered to the **CUSTOMER**.

4. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
5. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
6. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
7. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
8. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
9. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve-month periods, unless notice of non-renewal has been received by either party, in writing, at least thirty (30) days prior to the anniversary date. ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date.
10. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may cancel this Agreement by giving 30 days notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination.
11. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date



Harmony West

Waterway Inspection Report

Reason for Inspection: Waterway Service Proposal

Inspection Date: 6/4/2019

Prepared for:

Mr. Mark Hills
Association Solutions

Prepared by:

Oliver Bond, Sales Manager

Aquatic Systems, Inc. - Sanford Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302

Site: 1



Comments: Normal growth observed

Site is showing signs of grasses and cattails creeping into the lake.

Management Summary

N/A

Recommendations/Action Items

Implement monthly schedule lake management service. Barrier outflow to allow the stocking of grass carp to improve future control of aquatics and grasses.

Site Map



Our Commitment to Responsible Lake Management

Aquatic Systems has been effectively managing Florida lakes, ponds, wetlands and uplands using targeted treatments based on scientific research for over 40 years. Headquartered in Pompano Beach and operating throughout the state of Florida, we are committed to the restoration and maintenance of naturally occurring freshwater lakes and ponds, man-made storm water/pollution retention ponds, wetlands and preserves.

Our Commitment to You

We believe that forming long-lasting partnerships with our customers is key to attaining beautiful, healthy waterways for all to enjoy.

You can expect us to:

- Respond to all calls within 48 hours, our average is 97% response in under a day
- Deliver detailed reports after every visit
- Be available for board or community meetings to give presentations or just answer questions
- Propose and promote methods that are better for the environment and more cost effective over time

Environmental Mission

We hire degreed biologists with the knowledge and experience to continuously assess and make recommendations based upon the conditions present each time they enter your property for service.

In addition to the tests we run for customers, our team of scientists engage in ongoing research to improve our lake management technology. Our goal is to find environmentally sound solutions that overcome this growing problem in the challenging Florida environment.

We use the observations of our service teams and the research from our labs to find and promote earth-friendly products and methods to treat both common and challenging water problems.

Your Personal Lake & Wetland Management Team



Gary Ribbink
General Manager

A.A. in Engineering,
Seminole State
College of Florida.
35 years' experience.



Oliver Bond
Sales Manager

B.S. in Environmental
Biology, Nottingham
Trent University.
11 years' experience.



Sam Sardes
Weed Science
Director, Certified
Lake Professional

M.S. in Agronomy,
University of Florida.
Five years experience.



Jessica Jones
Account Rep

B.S. in Biology,
University of Central
Florida.
Two years' experience.



Josh Taylor
Service Manager

B.S. in Biology,
University of Central
Florida.
11 years' experience.



Alan Wilson
Service Manager

B.S. in Biology Minor
in Fisheries & Allied
Aquaculture
Auburn University.
Five years' experience.

Your Local Area Satisfied ASI Customers

11 field offices throughout the state to service our customers



Heritage Isle

Community Development District

Heritage Isle at Viera CDD
Vista Lakes CDD



Springs of Suntime

Home Owners Association

Alaqua Lakes Community Association
Lakes of Mount Dora POA
Springs of Suntime HOA



Hawks Landing Golf Club

Golf Course

Heathrow Country Club
Legacy Club at Alaqua Lakes
Hawks Landing Golf Club



Government

City of Tavares
City of Satellite Beach
Town of Windermere

Aquatic Management Programs

Working in Florida Waterways Since 1977

Our beautiful Florida environments! We work and live in them every day! Aquatic Systems restores and maintains ponds, lakes, wetlands and preserves. Our exceptional results stem from using balanced and ecologically-compatible technologies.



Algae and Aquatic Weed Control

- Treatments targeted to the specific algae or plant in each water body
- Ongoing research to determine the underlying causes of overgrowth
- Scheduled treatments with management reporting
- Degreed, state certified and licensed aquatic technicians



Wetland and Upland Mitigation Services

- Design, creation and restoration of natural areas
- Exotic plant control and removal
- Mitigation management and government reporting
- Compliance violation correction services
- State certified and licensed natural areas field technicians



Midge Fly and Mosquito Control

- Treatment for year-round control of nuisance organisms: swarming midge flies, mosquito larvae, leeches and more
- State licensed and insured in public health pest control



Aquatic Lab and Field Testing and Research

- Experienced field biologists for field testing
- In-house labs for water quality testing and algae identification
- Aquatic weed science research lab to find better treatments
- Bathymetric mapping
- Easy to understand reports
- Staff biologist available for your questions



Vertex Lake Aeration and Floating Fountains

- Sales, installation, service and repair by well-trained technicians of:
 - Bottom diffused aeration systems to improve overall water quality
 - Custom design/build of floating fountains up to 60 horsepower with spectacular display heights from 10' to 100'



Fisheries Management

- Triploid grass carp to help control aquatic weeds
- Redear and bluegill help control midge flies
- Sport fish including largemouth bass, catfish and bluegill

Assessment Services

Lake Water Quality Testing and Research Services

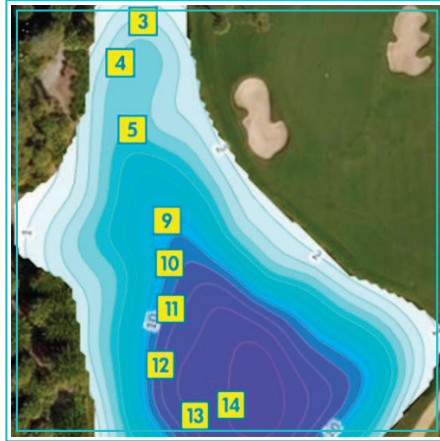
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and an aquatic biologist is available at our laboratory to answer all your questions.

The team, shown below, consists of the top professionals in lake science and experienced regional biologists who receive ongoing training to perform all tests to the highest standards.



FIELD ASSESSMENT SAMPLING

From identifying potential source points for excessive nutrients to oxygen and temperature levels; your assessments are performed by our highly trained field biologists.



BATHYMETRIC LAKE MAPPING

How deep is your lake? How thick is the vegetation? A 3-D map of the lake will help us treat the water more efficiently and/or specify the most effective aeration system.



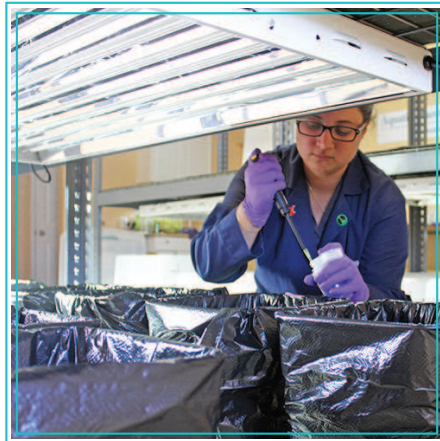
WATER QUALITY LAB

Water is more than H₂O. It is comprised of a multitude of nutrients and particulates. Our lab scientists can perform over 30 specialized tests to determine your water's true chemistry.



ALGAE IDENTIFICATION LAB

To treat the algae, it's important to know what type of algae you are having problems with. We can identify both the type of algae and whether or not it is toxic



AQUATIC PLANT AND ALGAE LAB

Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

Our experts are available for water resource management presentations, or to just answer questions at your meetings. Continuing Education Units (CEUs) are also available.

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

11

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT
MINUTES OF MEETING
HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on February 10, 2020 at 10:00 a.m., at Johnston's Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744.

Present at the meeting were:

Richard Jerman	Chair
Denver Marlow	Vice Chair
Mark Hills	Assistant Secretary
Jennifer Jerman	Assistant Secretary

Also present were:

Craig Wrathell (via telephone)	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC
Vivek Babar (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 10:02 a.m. Supervisors Richard Jerman, Denver Marlow, Mark Hills and Jennifer Jerman were present, in person. Supervisor Gardner was not present.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Supervisor
Christopher Gardner [SEAT 2]; *Term
Expires November 2022***

Mr. Wrathell presented resignation letters from Mr. Christopher Gardner and Mr. Mark Hills.

On MOTION by Ms. Jerman and seconded by Mr. Marlow, with all in favor, the resignation of Mr. Christopher Gardner, dated January 22, 2020, was accepted.

On MOTION by Mr. Marlow and seconded by Ms. Jerman, with all in favor, the resignation of Mr. Mark Hills, dated February 3, 2020, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 2

Mr. Jerman nominated Mr. John C. Tyree to fill Seat 2. No other nominations were made.

On MOTION by Mr. Marlow and seconded by Ms. Jerman, with all in favor, the appointment of Mr. John C. Tyree to Seat 2, term expires November 2022, was approved.

Mr. Jerman nominated Mr. Alex Madison to fill Seat 3. No other nominations were made.

On MOTION by Mr. Marlow and seconded by Ms. Jerman, with all in favor, the appointment of Mr. Alex Madison to Seat 3, term expires November 2020, was approved.

A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)

The Oath of Office would be administered at the next meeting.

- I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
- II. Membership, Obligations and Responsibilities
- III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
- IV. Form 8B – Memorandum of Voting Conflict

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-01, Designating a Chair, A Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, and Providing for an Effective Date

Mr. Wrathell presented Resolution 2020-01. Mr. Jerman nominated the following slate of officers:

Chair	Richard Jerman
Vice Chair	Denver Marlow
Secretary	Craig Wrathell
Assistant Secretary	Jennifer Jerman
Assistant Secretary	John C. Tyree
Assistant Secretary	Alex Madison
Assistant Secretary	Cindy Cerbone
Treasurer	Craig Wrathell
Assistant Treasurer	Jeff Pinder

No other nominations were made.

On MOTION by Mr. Marlow and seconded by Mr. Jerman, with all in favor, Resolution 2020-01, Designating a Chair, A Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, as nominated, and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Approval of Unaudited Financial Statements as of December 31, 2019

Mr. Wrathell presented the Unaudited Financial Statements as of December 31, 2019. Certification that the Capital Projects Fund Series 2018 project was deemed completed would be obtained from the District Engineer.

On MOTION by Mr. Marlow and seconded by Ms. Jerman, with all in favor, the Unaudited Financial Statements as of December 31, 2019, were accepted.

SEVENTH ORDER OF BUSINESS

Approval of August 26, 2019 Public Hearings and Regular Meeting Minutes

Mr. Wrathell presented the August 26, 2019 Public Hearings and Regular Meeting Minutes.

On MOTION by Mr. Jerman and seconded by Mr. Marlow, with all in favor, the August 26, 2019 Public Hearings and Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: *Straley Robin Vericker***

There being no report, the next item followed.

B. District Engineer: *Poulos & Bennett, LLC*

There being no report, the next item followed.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: March 23, 2020 at 10:00 A.M.**

- **QUORUM CHECK**

The next meeting will be held on March 23, 2020 at 10:00 a.m.; however, it may be cancelled if not necessary.

NINTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There being no Board Members' comments or requests, the next item followed.

TENTH ORDER OF BUSINESS**Public Comments**

There being no public comments, the next item followed.

ELEVENTH ORDER OF BUSINESS**Adjournment**

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Jerman and seconded by Mr. Marlow, with all in favor, the meeting adjourned at 10:13 a.m.

154
155
156
157
158
159
160
161

Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

13C

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE		
LOCATION		
<i>Johnston's Surveying, Inc., 900 Shady Lane, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2019 CANCELED	Regular Meeting	10:00 AM
November 25, 2019 CANCELED	Regular Meeting	10:00 AM
January 27, 2020 CANCELED	Regular Meeting	10:00 AM
February 10, 2020	Regular Meeting	10:00 AM
February 24, 2020 rescheduled to February 10, 2020	Regular Meeting	10:00 AM
March 23, 2020	Regular Meeting	10:00 AM
April 27, 2020	Regular Meeting	10:00 AM
May 18, 2020*	Regular Meeting	10:00 AM
June 22, 2020	Regular Meeting	10:00 AM
July 27, 2020	Regular Meeting	10:00 AM
August 24, 2020	Public Hearing & Regular Meeting	10:00 AM
September 28, 2020	Regular Meeting	10:00 AM

Exception

* May meeting date is one week earlier to accommodate Memorial Day Holiday